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# Indenture

BETWEEN

EMPIRE GAS AND FUEL COMPANY  
AND OTHER CORPORATIONS

AND

THE EQUITABLE TRUST COMPANY OF  
NEW YORK,  
Trustee.

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SECURING  
FIRST AND REFUNDING MORTGAGE AND COLLATERAL TRUST  
SINKING FUND 6% GOLD BONDS

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**\$150,000,000**

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*Dated June 16, 1919.*

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**This Indenture**, made and entered into this 16th day of June, in the year of our Lord, one thousand nine hundred and nineteen, between EMPIRE GAS AND FUEL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), party of the first part; EMPIRE GAS AND FUEL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine, EMPIRE GAS AND FUEL COMPANY INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of Virginia, EMPIRE REFINING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, EMPIRE PETROLEUM COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, EMPIRE GASOLINE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and EMPIRE GAS AND PIPELINE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine, parties of the second part (the last six named corporations being hereinafter, in conjunction with the party of the first part, sometimes called the "Mortgagor Companies"); and THE EQUITABLE TRUST COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York (hereinafter called the "Trustee"), party of the third part,

**WITNESSETH:**

THAT, WHEREAS, the parties hereto are, respectively, corporations duly organized and existing under and by virtue of the laws of the respective States above set forth, and the parties of the first and second part are duly au-

thorized by law to borrow money and pledge their respective franchises and property, both real and personal, to secure the payment thereof as may be necessary and requisite to carry into effect the objects for which they were respectively formed; and

WHEREAS, the Company is the owner of substantially all of the authorized and outstanding respective capital stocks of the companies which are the parties of the second part; and

WHEREAS, the parties of the first and second part are, respectively, the owners of the property, rights, privileges and franchises hereinafter described as belonging to each respectively, and they, and each of them may, from time to time, acquire other property and intend improving, extending, enlarging, equipping and developing said property, rights, privileges and franchises, as well as such as may be hereafter purchased and acquired by them, respectively; and

WHEREAS, there have been heretofore issued and are now outstanding ten million, nine hundred and eighty-four thousand, five hundred dollars (\$10,984,500) principal amount of the First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds of the Empire Gas and Fuel Company, the payment of which is secured by that company's mortgage or deed of trust to Bankers Trust Company, as trustee, dated May 1st, 1916, and recorded as a real estate and chattel mortgage in various counties in Kansas (reference being made to the book and page number of the recording in Butler County, Kansas, only, which is as follows: Book 119, page 86), which said mortgage or deed of trust constitutes a first lien upon the properties of that company; and

WHEREAS, there have been heretofore issued and are now outstanding seven million seven hundred and eighty-nine thousand five hundred dollars (\$7,789,500) principal amount of the First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds of

Empire Refining Company, the payment of which is secured by Empire Refining Company's mortgage or deed of trust to Guaranty Trust Company of New York, as trustee, dated February 1st, 1917, and recorded as a real estate and chattel mortgage in various counties in Oklahoma (reference being made to the book and page number of the recording in Kay County, Oklahoma, only, which is as follows: Book 41, page 641), which said mortgage or deed of trust constitutes a first lien upon the properties of Empire Refining Company; and

WHEREAS, Empire Refining Company and Empire Gasoline Company have outstanding certain of their tank car equipment trust notes, which are secured by a lien upon certain of the tank cars owned by them, respectively, which said notes, secured by said lien, as aforesaid, were given in payment of the purchase price of said tank cars; and

WHEREAS, Empire Petroleum Company has pledged certain of its crude oil and refined petroleum products to secure the payment of its outstanding notes or acceptances; and

WHEREAS, the Company, its stockholders and Directors, for the purposes aforesaid, and particularly for the purpose of partly meeting the expense and cost of acquiring the property hereinafter described, and for the purpose of paying off its obligations, and for the purpose of partly meeting the expense of new and additional property purchased or acquired by the Company, or its subsidiaries, or of any extensions, additions, improvements or betterments in or to any of its plants or properties or those of its subsidiaries, and particularly in order to enable it to fulfill the objects of its incorporation, at meetings of its stockholders and Directors duly called and held have duly resolved and determined to exercise the borrowing power conferred upon it by law, and to issue the bonds of the Company to be known as its "First and Refunding

Mortgage and Collateral Trust Sinking Fund 6% Gold Bonds" in the following denominations: Coupon Bonds of one thousand dollars (\$1,000) each, numbered consecutively from CM One (CM 1) up; of five hundred dollars (\$500) each, numbered consecutively from CD One (CD 1) up, and of one hundred dollars (\$100) each, numbered consecutively from CC One (CC 1) up; Registered Bonds of one hundred dollars (\$100) each, numbered consecutively from RC One (RC 1) up; of five hundred dollars (\$500) each, numbered consecutively from RD One (RD 1) up; of one thousand dollars (\$1,000) each, numbered consecutively from RM One (RM 1) up, and of any multiple of one thousand dollars (\$1,000) each, numbered consecutively from One (1) up, with such appropriate distinctive letter prefixed to the number as the officers of the Company may select for each denomination above one thousand dollars (\$1,000), issued and to be issued for an aggregate principal sum not exceeding one hundred and fifty million dollars (\$150,000,000) principal amount at any one time outstanding, payable to bearer, or to the registered owner thereof, in gold coin of the United States of America of the present standard of weight and fineness, on the fifteenth day of June, one thousand nine hundred and thirty-nine, at its office or agency in the City of New York, with interest thereon from the sixteenth day of June, one thousand nine hundred and nineteen, at the rate of six per centum (6%) per annum, payable at such office or agency in like gold coin semi-annually (if Coupon Bonds whether or not the same be registered as to principal) on the first days of January and July in each year, but only upon presentation and surrender of the interest coupons attached thereto as they severally mature, or monthly (if said bonds be fully registered as to both principal and interest) on the first day of each month; provided, however, that as to both Coupon and Registered Bonds the first interest period shall be from June 16th, 1919, to July 1st, 1919, with interest payable on July 1st,

1919; that as to Coupon Bonds the last maturing coupon shall be for a period of five (5) months and fifteen (15) days, with interest payable on the 15th day of June, 1939, and that as to Registered Bonds the last interest period shall be from June 1st to June 15th, 1939, with interest payable on June 15th, 1939; that all payments upon said bonds, both of principal and interest, shall be made without deduction for any tax, assessment or other governmental charge (other than succession or inheritance taxes) which the Company may be required to pay thereon or retain therefrom under any present or future law of the United States of America, or of any state, county or municipal or other taxing authority therein (including any normal Federal income tax of not exceeding two per cent. (2%) in any one year which it may lawfully deduct at the source); that said bonds shall be either in the form of Coupon Bonds or fully Registered Bonds, that is to say, bonds registered as to both principal and interest; that there be contained in said bonds which are Coupon Bonds a provision for the registration of the principal thereof, and that said Coupon Bonds shall pass by delivery unless the same be registered in accordance with said provision; that the Company expressly reserve to itself and to the Trustee hereinafter mentioned, the right, at its option, to purchase or redeem all or any part of said bonds outstanding of said issue on any first day of January or July after the date thereof by payment of the principal and unpaid accrued interest thereon, together with a premium on said principal as follows: If purchased or redeemed on or before July 1st, 1936, three per centum (3%); and if purchased or redeemed thereafter, three per centum (3%), less one-half of one per centum ( $\frac{1}{2}$  of 1%) for each six (6) months elapsed after July 1st, 1936; upon publication of notice of its intention so to do for four (4) consecutive weeks, commencing not less than sixty (60) days prior to the date for purchase or redemption; that each of said bonds shall be duly executed under the seal of

the Company, signed by its present or any future President or Vice-President, and attested by its present or any future Secretary or an Assistant Secretary, and the interest coupons attached or belonging to the Coupon Bonds shall be authenticated by or with the facsimile signature of the present or any future Treasurer of the Company impressed thereon, and that in case the officers who shall sign and seal any of said bonds and coupons shall have ceased to be such officers before the bonds so signed and sealed are actually issued and delivered, such bonds and coupons may, nevertheless, be issued and used by the Company and be issued and delivered as though the persons who signed such bonds and coupons and sealed such bonds had not ceased to be such officers of said Company; and

WHEREAS, in order to secure the payment of the principal and interest of all of the said bonds so to be issued by the Company, equally and ratably, without priority or distinction, irrespective of the date of the issue of the same, the Company, its stockholders and Directors, have resolved and determined to execute a Mortgage or Deed of Trust to the party of the third part, as Trustee, in the terms hereof, upon and of all the respective property, rights and franchises (except the franchise to be a corporation), powers, privileges, immunities, leases and contracts, acquired and to be acquired, and all the earnings, tolls, incomes, rents, issues and profits therefrom, and to that end have duly authorized its President or a Vice-President, and its Secretary or an Assistant Secretary to make, execute, acknowledge and deliver, under the corporate seal of the Company, to the party of the third part, as Trustee, this Indenture, and from time to time to cause each of said bonds to be certified by the Trustee, the certificate of said Trustee thereon to be conclusive proof that such bond is secured by this Indenture; and

WHEREAS, in order to secure the payment of the principal and interest of all of the said bonds so to be issued by the Company, equally and ratably, without priority or

distinction, irrespective of the date of the issue of the same, the parties of the second part, their respective stockholders and Directors, for the purpose of effecting their proper corporate financing, which singly each would be unable to do, but which collectively is made possible through the execution of this Indenture by virtue of an agreement or arrangement made by them with the Company for their proper corporate financial needs out of the proceeds of these bonds, have duly resolved and determined to execute a Mortgage or Deed of Trust to the party of the third part, as Trustee, in the terms hereof, upon and of all the respective Companies' property, rights and franchises (except the franchise to be a corporation), powers, privileges, immunities, leases and contracts, acquired and to be acquired, and all the earnings, tolls, incomes, rents, issues and profits therefrom, and to that end have duly authorized their respective Presidents or a Vice-President and Secretaries or an Assistant Secretary to make, execute, acknowledge and deliver, under the corporate seal of the respective companies, to the party of the third part, as Trustee, this Indenture; and

WHEREAS, Empire Gas and Fuel Company Incorporated, one of the parties of the second part, its stockholders and Directors, have, as aforesaid, resolved and determined to execute this Indenture, and have further resolved and determined to grant, bargain and sell, transfer and set over, assign, alien, release, warrant, convey and confirm unto the Company all its properties, real, personal and mixed, and its franchises, licenses, easements, rights, powers, privileges and immunities hereinafter more particularly described, but subject, however, to the lien created hereby in favor of the Trustee, and all the terms, conditions and provisions of this Indenture; and

WHEREAS, each of said bonds (both Coupon and Registered), the coupons attached or belonging to the Coupon Bonds, and the certificate of the Trustee, with suitable

changes as to principal amounts, are to be substantially in the forms of the one thousand dollar (\$1,000) bonds following:

(FORM OF COUPON BOND)

UNITED STATES OF AMERICA

STATE OF DELAWARE.

EMPIRE GAS AND FUEL COMPANY

FIRST AND REFUNDING MORTGAGE AND COLLATERAL TRUST  
SINKING FUND 6% GOLD BOND.

No..... \$1,000.00

EMPIRE GAS AND FUEL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), FOR VALUE RECEIVED, promises to pay to bearer, or, if this bond be registered, to the registered owner hereof, on the fifteenth day of June, one thousand nine hundred and thirty-nine, at its office or agency in the Borough of Manhattan, City of New York, the sum of one thousand dollars (\$1,000), in gold coin of the United States of America, of the present standard of weight and fineness, with interest thereon from the sixteenth day of June, one thousand nine hundred and nineteen, at the rate of six per centum (6%) per annum, payable at such office or agency, in like gold coin, semi-annually, on the first days of January and July in each year (except that the first interest period shall be from June 16th to July 1st, 1919, with interest payable on said latter date, and the last coupon shall be for a period of five [5] months and fifteen [15] days and shall mature June 15th, 1939), but only upon presentation and surrender of the coupons for such interest hereto attached as they severally mature. All payments upon this bond, both of principal and interest, shall be made without deduction for any tax, assessment or other governmental charge (other than suc-

cession or inheritance taxes) which the Company may be required to pay thereon or retain therefrom under any present or future law of the United States of America, or of any state, county or municipal or other taxing authority therein (including any normal Federal income tax of not exceeding two per cent. (2%) in any one year which it may lawfully deduct at the source).

This bond is one of an issue of not to exceed One Hundred and Fifty Million Dollars (\$150,000,000) in aggregate principal amount at any one time outstanding, the payment of the principal and interest whereof is equally and ratably secured by an Indenture duly executed by the Company, Empire Gas and Fuel Company, a Maine corporation, Empire Gas and Fuel Company, Incorporated, a Virginia corporation, Empire Refining Company, Empire Petroleum Company, Empire Gasoline Company, Delaware corporations, and Empire Gas and Pipeline Company, a Maine corporation, to The Equitable Trust Company of New York, as Trustee, bearing even date herewith, to which Indenture reference is hereby made, with the same force and effect as if herein fully set forth, for a description of the property, leases and securities thereby mortgaged, conveyed, assigned, and pledged to secure the payment of the bonds, principal and interest, the nature and extent of the security, the rights of the holders of said bonds thereunder, including the remedies to enforce the same, and the terms and conditions upon which said bonds are issued and secured. If default shall be made in the payment of interest on any of said bonds when the same shall become due and be demanded, and such default shall continue for a period of ninety (90) days after such demand, or if default shall be made in the performance of any other covenant in said Indenture, and such default shall continue for a period of one hundred and twenty (120) days after demand for such performance, the principal of this bond may be declared due and payable in the manner, under

the terms and with the effect specified in such Indenture. No recourse under or upon any covenant or obligation of said Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any stockholder, officer or Director of the Companies executing said Indenture, or any of them, whether present or future, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise. This bond shall pass by delivery unless the same shall have been registered as to principal in accordance with the provisions hereof. This bond may be registered as to principal in the owner's name on the books of the Company, such registry being noted on the bond by the Company's Registrar, after which no transfer shall be valid unless made on the Company's books by the registered owner, or his attorney duly authorized, and similarly noted on the bond, but the same may be discharged from registry by being transferred to bearer, after which it shall be transferable by delivery, but it shall be subject to successive registrations and transfers to bearer as before. The registry of the bond shall not restrain the negotiability of the coupons by delivery merely.

The Company expressly reserves to itself and to the Trustee the right, at its option, to redeem and retire any or all of the bonds of this issue on any first day of January or July after the date hereof, by payment of the principal and unpaid accrued interest thereon, together with a premium on said principal as follows: If purchased or redeemed on or before July 1st, 1936, three per centum (3%); and if purchased or redeemed thereafter, three per centum (3%), less one-half of one per centum ( $\frac{1}{2}$  of 1%) for each six (6) months elapsed after July 1st, 1936. Notice of the intention to make such redemption (together with the distinctive numbers of the bonds to be redeemed, if less than all the bonds then outstanding are to be then redeemed), and the date for such

redemption shall be published in a newspaper of general circulation published in the City of New York, New York, once in each week for four (4) successive weeks, commencing not less than sixty (60) days prior to the date for such redemption.

This bond is entitled to the benefit of and is subject to redemption by the Sinking Fund provided for in said Indenture.

Neither this bond nor any coupon for interest hereto attached shall become obligatory for any purpose until the bond shall have been authenticated by the certificate endorsed hereon, duly signed by The Equitable Trust Company of New York, the Trustee mentioned in the said Indenture, or its successor or successors in the trust.

IN WITNESS WHEREOF, EMPIRE GAS AND FUEL COMPANY has caused this bond to be signed by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and coupons for such interest, bearing the facsimile signature of its Treasurer, to be hereto attached, as of the sixteenth day of June, One Thousand Nine Hundred and Nineteen.

EMPIRE GAS AND FUEL COMPANY,  
By  
President.

Attest:

.....

Secretary.

(FORM OF COUPON)

No.....	\$30.00
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EMPIRE GAS AND FUEL COMPANY, will pay to bearer at its office or agency in the Borough of Manhattan, City of New York, on the              day of  
 One Thousand Nine Hundred and              Thirty  
 Dollars (\$30) in United States gold coin, without de-

duction for taxes specified in the bond hereinafter referred to, being six (6) months' interest at the rate of six per cent. (6%) per annum then due on its First and Refunding Mortgage and Collateral Trust Sinking Fund 6% Gold Bond No. , unless said bond shall have been called for previous redemption.

.....  
Treasurer.

(TRUSTEE'S CERTIFICATE)

This bond is one of the bonds described in the within mentioned Indenture.

THE EQUITABLE TRUST COMPANY  
OF NEW YORK, Trustee,

By.....  
Assistant Secretary.

(FORM OF REGISTERED BOND WITHOUT COUPONS)

UNITED STATES OF AMERICA

STATE OF DELAWARE.

EMPIRE GAS AND FUEL COMPANY

First and Refunding Mortgage and Collateral Trust  
Sinking Fund 6% Gold Bond.

No.....	\$1,000.00
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EMPIRE GAS AND FUEL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, FOR VALUE RECEIVED, promises to pay to or registered assigns, on the fifteenth day of June, One Thousand Nine Hundred and Thirty-nine, at its office or agency in the Borough of Manhattan, City of New York, the sum of One Thousand Dollars (\$1,000) in gold coin of the United States of America, of the present standard of weight and fineness, with interest thereon from the sixteenth day of June, One Thousand Nine Hundred and Nine-

teen, at the rate of six per centum (6%) per annum, payable at such office or agency in like gold coin, monthly, on the first day of each month in each year (except that the first interest period shall be from June 16th to July 1st, 1919, with interest payable on the latter date, and the last interest period shall be from June 1st to June 15th, 1939, with interest payable at the latter date). All payments upon this bond, both of principal and interest, shall be made without deduction for any tax, assessment or other governmental charge (other than succession or inheritance taxes) which the Company may be required to pay thereon or retain therefrom under any present or future law of the United States of America, or of any state, county or municipal or other taxing authority therein (including any normal Federal income tax of not exceeding two per cent. (2%) in any one year which it may lawfully deduct at the source);

This bond is one of an issue of not to exceed One Hundred and Fifty Million Dollars (\$150,000,000) in aggregate principal amount at any one time outstanding, the payment of the principal and interest whereof is equally and ratably secured by an Indenture duly executed by the said Empire Gas and Fuel Company, Empire Gas and Fuel Company, a Maine corporation, Empire Gas and Fuel Company, Incorporated, a Virginia corporation, Empire Refining Company, Empire Petroleum Company, Empire Gasoline Company, Delaware corporations, and Empire Gas and Pipeline Company, a Maine corporation, to The Equitable Trust Company of New York, as Trustee, bearing even date herewith, to which Indenture reference is hereby made, with the same force and effect as if herein fully set forth, for a description of the property, leases and securities thereby mortgaged, conveyed, assigned and pledged to secure the payment of the bonds, principal and interest, the nature and extent of the security, the rights of the holders of said bonds thereunder, including the remedies to enforce the same, and the

terms and conditions upon which said bonds are issued and secured. If default shall be made in the payment of interest on any of said bonds when the same shall become due and be demanded, and such default shall continue for a period of ninety (90) days after such demand, or if default shall be made in the performance of any other covenant in said Indenture, and such default shall continue for a period of one hundred and twenty (120) days after demand for such performance, the principal of this bond may be declared due and payable in the manner, under the terms and with the effect specified in such Indenture. No recourse under or upon any covenant or obligation of said Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any stockholder, officer or Director of the Companies executing the Indenture, or any of them, whether present or future, by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise.

This bond is transferable only by the registered holder hereof in person, or by his attorney duly authorized, on the books of the Company, upon surrender and cancellation hereof. Upon transfer, the new bond shall be dated as of the date of issue and shall bear interest from the interest payment date next preceding such date (except that if any such bond shall be issued on the first day of any month in any year, it shall bear interest from its date), and no adjustment for interest shall be made by the Company in respect of any bonds surrendered for transfer for any portion of such calendar month in which the bond is so surrendered for transfer.

The Company expressly reserves to itself and to the Trustee the right, at its option to redeem and retire any or all of the bonds of this issue on any first day of January or July after the date hereof, by payment of the principal and unpaid accrued interest thereon, together

with a premium on said principal as follows: If purchased or redeemed on or before July 1st, 1936, three per centum (3%); and if purchased or redeemed thereafter, three per centum (3%), less one-half of one per centum ( $\frac{1}{2}$  of 1%) for each six (6) months elapsed after July 1st, 1936. Notice of the intention to make such redemption (together with the distinctive numbers of the bonds to be redeemed, if less than all the bonds then outstanding are to be redeemed), and the date for such redemption shall be published in a newspaper of general circulation published in the City of New York, New York, once in each week for four (4) successive weeks, commencing not less than sixty (60) days prior to the date for such redemption.

This bond is entitled to the benefit of and is subject to redemption by the Sinking Fund provided for in said Indenture.

This bond shall not become obligatory for any purpose until the bond shall have been authenticated by the certificate endorsed hereon duly signed by The Equitable Trust Company of New York, the Trustee mentioned in said Indenture, or its successor or successors in the trust.

IN WITNESS WHEREOF, EMPIRE GAS AND FUEL COMPANY has caused this bond to be signed by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, as of the ..... day of ....., One Thousand Nine Hundred and .....

EMPIRE GAS AND FUEL COMPANY,

By .....  
President.

Attest:

.....

Secretary.

## (TRUSTEE'S CERTIFICATE)

This bond is one of the bonds described in the within mentioned Indenture.

THE EQUITABLE TRUST COMPANY  
OF NEW YORK, Trustee,

By .....  
Assistant Secretary.

AND, WHEREAS, said The Equitable Trust Company of New York, the party of the third part, is a corporation duly organized and existing under and by virtue of the laws of the State of New York, with power to receive and execute the trusts of this Indenture, and has duly agreed to receive and execute the said trusts;

Now, THEREFORE, THIS INDENTURE WITNESSETH, that the Company, the party of the first part, in consideration of the premises and of the sum of Ten Dollars (\$10) to it in hand paid by the third party, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the payment of the principal and interest of the said bonds to be issued hereunder, as aforesaid, and as herein provided, as the same shall be payable according to their tenor and effect, and the performance of all the other covenants and agreements on the part of the Company, or any of the companies executing this Indenture, contained in said bonds, or in this Indenture, hath granted, bargained and sold, transferred, set over, assigned, aliened, released, mortgaged, pledged, warranted, conveyed and confirmed, and by these presents doth grant, bargain and sell, transfer, set over, assign, alien, release, mortgage, pledge, warrant, convey and confirm unto the said The Equitable Trust Company of New York, the third party, as Trustee, and its successor or successors in the trusts

hereby created, and its, his, or their assigns forever, all and singular the entire real and personal property, including leases and lease rights for the drilling for oil and gas, and the appurtenances unto the same belonging, and the machinery, apparatus and other plants constructed and to be constructed, and all stocks, bonds and other securities, and all other property, real, personal and mixed, of the Company, the first party, now owned or hereafter acquired, including the property more particularly described as follows that is to say:

- (1) All its real property, including leases for the drilling for oil and gas, and all wells, casings, pipes, buildings, pump stations and property used in the drilling for, securing, storing, and marketing of, oil and gas in the Counties of Allen, Butler, Bourbon, Barton, Barber, Clark, Cowley, Chautauqua, Dickinson, Ellsworth, Elk, Edwards, Finney, Ford, Gove, Greenwood, Greeley, Gray, Grant, Harvey, Hamilton, Hodgman, Jewel, Haskell, Kiowa, Kearney, Kingman, LaBette, Lane, Logan, Lyons, Marion, Morris, Meade, Morton, Montgomery, McPherson, Neosho, Ness, Ottawa, Pratt, Pawnee, Republic, Rice, Reno, Rush, Salina, Scott, Stevens, Stanton, Stafford, Seward, Sedgwick, Sumner, Shawnee, Wilson, Wichita, Wallace, Woodson situate, lying and being in the State of Kansas.
- (2) 29,973 shares of the capital stock of Wichita Natural Gas Company, a Delaware corporation, the same being 29,973 shares out of the total authorized and outstanding issue of 30,000 shares of the capital stock of said company.
- (3) 19,973 shares of the capital stock of Wichita Pipe Line Company, a Delaware corporation, the same being 19,973 shares out of the total authorized

and outstanding issue of 20,000 shares of the capital stock of said company.

(4) 29,973 shares of the capital stock of The Quapaw Gas Company, a Delaware corporation, the same being 29,973 shares out of the total authorized and outstanding issue of 30,000 shares of the capital stock of said company.

(5) 24,995 shares of the capital stock of Fifty Nine Osage Oil Company, a Wisconsin corporation, the same being 24,995 shares out of the total authorized and outstanding issue of 25,000 shares of the capital stock of said company.

(6) 4,725 shares of the capital stock of Midland Oil Company, a Delaware corporation, the same being 4,725 shares out of an authorized issue of 5,000 shares, of which there are outstanding 4,740 shares of the capital stock of said company.

(7) 1,775 shares of the capital stock of The Steyner Oil Company, a Kansas corporation, the same being 1,775 shares out of an authorized issue of 2,200 shares, of which there are outstanding 1,780 shares of the capital stock of said company.

(8) 2,035,925 1/3 shares of the capital stock of Indian Territory Illuminating Oil Company, a New Jersey Corporation, the same being 2,035,925 1/3 shares out of the issue of 3,307,766 shares of the capital stock of said company outstanding, the balance of the total authorized 3,500,000 shares above such amount outstanding having been returned to the treasury.

(9) One hundred thousand (100,000) shares of the capital stock of Empire Refining Company, a Delaware corporation, the same being the total authorized and outstanding capital stock of said company.

(10) Twenty thousand (20,000) shares of the capital stock of Empire Gasoline Company, a Delaware corporation, the same being the total authorized and outstanding capital stock of said company.

(11) Twenty thousand (20,000) shares of the capital stock of Empire Petroleum Company, a Delaware corporation, the same being the total authorized and outstanding capital stock of said company.

(12) Nine thousand nine hundred and ninety-one (9,991) shares of the capital stock of Empire Gas and Fuel Company, a Maine corporation, the same being nine thousand nine hundred and ninety-one (9,991) shares out of an authorized issue of ten thousand (10,000) shares, of which there are outstanding ten thousand (10,000) shares of the capital stock of said company.

(13) Thirty nine (39) shares of the capital stock of Empire Gas and Pipeline Company, a Maine corporation the same being thirty nine (39) shares out of an authorized issue of fifty (50) shares of which there are outstanding fifty (50) shares of the capital stock of said company.

AND ALSO all licenses, easements, covenants, grants, deeds, leases, and rights under leases, rights, privileges, consents, immunities, powers, things in action, contracts, claims, demands and franchises (but not including the franchise to be a corporation), and all patents or rights under patents, or under any and all contracts or agreements respecting patents or processes in any way relating to the acquisition, transportation, sale and delivery of its products or other business or purposes of the Company, however acquired, and all engines, machines and machinery, apparatus, appliances, tools, implements, mains, pipes, conduits, meters, compressor stations, gathering lines, tanks and all other

property used or useful in connection therewith, or in the business carried on by the Company, and all other property of whatsoever kind, character or description, real, personal or mixed, and wheresoever located, now belonging to or which may be hereafter in any way acquired, owned or possessed by the Company.

TOGETHER with all and singular the buildings, tenements and appurtenances thereunto belonging, and the reversions, remainders, incomes, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the Company, of, in and to the said premises and property, and every part and parcel thereof, with the appurtenances.

SUBJECT, HOWEVER, to whatever priority of lien exists by virtue of the mortgage or deed of trust of the Company to Bankers Trust Company, as trustee, dated May 1st, 1916, hereinbefore referred to. All the shares of capital stock hereinabove enumerated in subdivisions (2) to (8), inclusive, have been pledged with Bankers Trust Company, as trustee, under said indenture of May 1st, 1916, and the certificates for said shares of capital stock have been delivered to said Bankers Trust Company, as such trustee. The Company covenants that upon the satisfaction or cancellation of said indenture of May 1st, 1916, it will cause all the certificates of stock aforesaid then held by the trustee thereunder to be transferred and delivered to the Trustee under this Indenture, and it hereby directs the trustee thereunder to make such transfer; and it will execute and deliver to the Trustee hereunder such powers of attorney and other instruments as such Trustee may reasonably require in order to make the pledge of the securities effective.

AND EMPIRE GAS AND FUEL COMPANY, the Maine corporation, one of the parties of the second part, in consideration of the premises and of the sum of

Ten Dollars (\$10) to it in hand paid by the third party, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the payment of the principal and interest of the said bonds to be issued hereunder as aforesaid, and as herein provided, as the same shall be payable according to their tenor and effect, and the coupons thereto attached or belonging, and the performance of all the other covenants and agreements on the part of the Company or any of the companies executing this Indenture, contained in said bonds or in this Indenture, hath granted, bargained and sold, transferred, set over, assigned, aliened, released, mortgaged, pledged, warranted, conveyed and confirmed, and by these presents doth grant, bargain and sell, transfer, set over, assign, alien, release, mortgage, pledge, warrant, convey and confirm unto the said The Equitable Trust Company of New York, the third party, as Trustee, and its successor or successors in the trust hereby created, and its, his or their assigns forever, all and singular the entire real and personal property, including leases and lease rights for the drilling of oil and gas, and the appurtenances unto the same belonging and the machinery, apparatus and other plants constructed and to be constructed, and all stocks, bonds and other securities, and all other property, real, personal and mixed, of the said Empire Gas and Fuel Company, the Maine corporation, now owned or hereafter acquired, including the property more particularly described as follows, that is to say:

All its real property, including the leases for the drilling for oil and gas, and all wells, casings, pipes, buildings, pump stations and property used in the drilling for, securing and marketing of, oil and gas in the counties of Arkansas, Archer, Armstrong, Atascosa, Bosque, Bandera, Bee, Bexar, Brooks, Brown, Callahan, Castro, Clay, Coleman, Collingsworth, Concho, Cook,

Cottle, Comanche, Comal, Childress, Cameron, Carson, Dallam, Dallas, Delta, DeWitt, Donley, Dimmitt, DuVal, Deaf Smith, Eastland, Erath, Edwards, Frio, Fisher, Guadalupe, Goliad, Gray, Gonzales, Hays, Hall, Haskell, Hood, Hardeman, Hartley, Harrison, Hansford, Harris, Hidalgo, Hemphill, Hutchinson, Hamilton, Grimes, Jim Hogg, Jack, Jones, Jim Wells, Kerr, Kendall, Karnes, Kleberg, Lipscomb, LaSalle, Live Oak, Liberty, Medina, McLennan, McCulloch, McMullen, Motley, Mills, Montague, Moore, Neches, Oldham, Ochiltree, Panola, Parker, Palo Pinto, Potter, Randall, Refugio, Roberts, Runnels, San Patricio, Sherman, Starr, Shackelford, Sutton, San Saba, Stephens, Taylor, Throckmorton, Tom Green, Uvalde, Van Zandt, Victoria, Wallace, Webb, Wilson, Wise, Wilbarger, Wheeler, Wood, Young, Zapata and Zavalla, situate, lying and being in the State of Texas.

AND also all licenses, easements, covenants, grants, deeds, leases and rights under leases, rights, privileges, consents, immunities, powers, things in action, contracts, claims, demands and franchises (but not including the franchise to be a corporation), and all patents or rights under patents or under any and all contracts or agreements respecting patents or processes in any way relating to the acquisition, transportation, sale and delivery of its products or other business or purposes of the said Empire Gas and Fuel Company, the Maine corporation, however acquired, and all engines, machines and machinery, apparatus, appliances, tools, implements, mains, pipes, conduits, meters, compressor stations, gathering lines, tanks and all other property used or useful in connection therewith, or in the business carried on by the said Empire Gas and Fuel Company, the Maine corporation, and all other property of whatsoever kind, character or description, real, personal or mixed, and wheresoever located, now belonging to or which may be hereafter in any way acquired, owned or possessed by

the said Empire Gas and Fuel Company, the Maine corporation.

TOGETHER with all and singular the buildings, tenements and appurtenances thereunto belonging and the reversions, remainders, incomes, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the said Empire Gas and Fuel Company, the Maine corporation, of, in and to the said premises and property and every part and parcel thereof, with the appurtenances.

AND EMPIRE GAS AND FUEL COMPANY, INCORPORATED, the Virginia corporation, one of the parties of the second part, in consideration of the premises and of the sum of Ten Dollars (\$10) to it in hand paid by the third party, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the payment of the principal and interest of the said bonds to be issued hereunder as aforesaid, and as herein provided, as the same shall be payable according to their tenor and effect, and the coupons thereto attached or belonging, and the performance of all the other covenants and agreements on the part of the Company, or any of the companies executing this Indenture, contained in said bonds or in this Indenture, hath granted, bargained and sold, transferred, set over, assigned, aliened, released, mortgaged, pledged, warranted, conveyed and confirmed, and by these presents doth grant, bargain and sell, transfer, set over, assign, alien, release, mortgage, pledge, warrant, convey and confirm unto the said The Equitable Trust Company of New York, the third party, as Trustee, and its successor or successors in the trusts hereby created, and its, his or their assigns forever, all and singular the entire real and personal property, including leases and lease rights for the drilling of oil and gas, and the appurtenances unto the same belong-

ing, and the machinery, apparatus and other plants constructed and to be constructed, and all stocks, bonds, and other securities, and all other property, real, personal and mixed, of the said Empire Gas and Fuel Company, Incorporated, the Virginia corporation, now owned or hereafter acquired, including the property more particularly described as follows, that is to say:

All its real property, including the leases for the drilling for oil and gas, and all wells, casings, pipes, buildings, pump stations and property used in the drilling for, securing, and marketing of, oil and gas in the counties of Blaine, Beaver, Beckham, Caddo, Canadian, Carter, Cimarron, Cleveland, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Jefferson, Jackson, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, Major, Murray, Noble, Pawnee, Pontotoc, Oklahoma, Okmulgee, Pittsburg, Roger Mills, Stephens, Texas, Tillman, Tulsa, Washita, Washington, Woods and Woodward, situate, lying and being in the State of Oklahoma.

AND also all licenses, easements, covenants, grants, deeds, leases, and rights under leases, rights, privileges, consents, immunities, powers, things in action, contracts, claims, demands and franchises (but not including the franchise to be a corporation), and all patents or rights under patents or under any and all contracts or agreements respecting patents or processes in any way relating to the acquisition, transportation, sale and delivery of its products or other business or purposes of the said Empire Gas and Fuel Company, Incorporated, the Virginia corporation, however acquired, and all engines, machines and machinery, apparatus, appliances, tools, implements, mains, pipes, conduits, meters, compressor stations, gathering lines, tanks and all other property used or useful in connection therewith, or in the business carried on by the said Empire Gas and Fuel Company, Incorporated, the Virginia corporation, and all

other property of whatsoever kind, character or description, real, personal or mixed, and wheresoever located now belonging to or which may be hereafter in any way acquired, owned or possessed by the said Empire Gas and Fuel Company, Incorporated, the Virginia corporation.

TOGETHER with all and singular the buildings, tenements and appurtenances thereunto belonging, and the reversions, remainders, incomes, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the said Empire Gas and Fuel Company, Incorporated, the Virginia corporation, of, in and to the said premises and property, and every part and parcel thereof, with the appurtenances.

AND EMPIRE REFINING COMPANY, one of the parties of the second part, in consideration of the premises and of the sum of ten dollars (\$10) to it in hand paid by the third party at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the payment of the principal and interest of the said bonds to be issued hereunder, as aforesaid, and as herein provided, as the same shall be payable according to their tenor and effect, and the coupons thereto attached or belonging, and the performance of all the other covenants and agreements on the part of the Company or any of the companies executing this Indenture, contained in said bonds or in this Indenture, hath granted, bargained and sold, transferred, set over, assigned, aliened, released, mortgaged, pledged, warranted, conveyed and confirmed, and by these presents doth grant, bargain and sell, transfer, set over, assign, alien, release, mortgage, pledge, warrant, convey and confirm unto The Equitable Trust Company of New York, the third party, as Trustee, and its successor or successors in the trust hereby created, and its, his or their assigns forever, all and singular the entire real

and personal property, including any leases and lease rights for the drilling of oil and gas and the appurte- nances unto the same belonging, and the machinery, apparatus and other plants constructed and to be con- structed, and all stocks, bonds and other securities, and all other property, real, personal and mixed, of Empire Refining Company now owned or hereafter acquired, in- cluding the property more particularly described as follows, that is to say:

1. ALL that certain piece or parcel of land situated in the County of Kay, State of Oklahoma, more particu- larly described as follows:

Blocks, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 16 and 17, in Phillips Subdivision, Northwest Quarter, Section 34, Township 26 North, Range 2 East, being the same premises conveyed by James M. Phillips and wife to Ponca Refining Company, by five deeds dated respectively July 30th, 1912, January 31st, 1914, July 13th, 1914, November 18th, 1915, and January 2d, 1917, and recorded respectively on December 16th, 1912, in Book 40, Page 189; February 17th, 1914, in Book 41, Page 540; July 21st, 1914, in Book 43, Page 198; January 20th, 1916, Book 45, Page 407; January 4th, 1917, in Book , Page , of the Records of Kay County, Oklahoma.

2. ALL that certain piece or parcel of land situated in the County of Kay, State of Oklahoma, more particu- larly described as follows:

All that portion of the Northeast Quarter of Sec- tion 33, in Township 26 North, Range 2 East of the Indian Meridian lying East of the right of way of the Atchison, Topeka & Santa Fe Railway, contain- ing 8 acres more or less, being the same premises conveyed by deed of Ponca Lub-Oil Company, a cor- poration, to Ponca Refining Company, dated August

26th, 1916, and recorded September 1st, 1916, in Book 42, Page 626, of the Records of Kay County, Oklahoma.

3. ALL that certain piece or parcel of land situated in the County of Payne, State of Oklahoma, more particularly described as follows:

All that portion of the Northeast Quarter of Section 33, Township 18 North, Range 5 East of the Indian Meridian lying West of the right of way of the Atchison, Topeka & Santa Fe Railway, formerly the Eastern Oklahoma Railway, containing 43 acres more or less, being the same premises conveyed by deed of O. G. Lee to Cushing Refining Company, dated June 12th, 1913, and recorded June 13th, 1913, in Book 34 D. R., page 511 of the Records of Payne County, Oklahoma.

4. ALL that certain piece or parcel of land situated in the County of Payne, State of Oklahoma, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 33, Township 18 North, Range 5 East, thence North along the East line of said quarter section a distance of 1320 feet to the Northeast corner of the Southeast quarter of the Northwest quarter, thence West along the North line of said Quarter section a distance of 529.8 feet to the place or point of beginning, said point being in the A. T. & S. F. Ry. Company's West right of way line, thence West 771.2 feet to the center of the Northwest quarter of said Section 33, thence South along the West line of the said Southeast Quarter of the Northwest Quarter a distance of 1301.3 feet to a point 16.5 feet North of the Southwest corner of said Southeast Quarter of the Northwest Quarter, thence East and parallel to the South line of said

Quarter Section a distance of 724.75 feet to a point in the West right of way line of the A., T. & S. F. Ry., thence in a Northeasterly direction parallel to and 50 feet distant from the center line of said railway a distance of 1303.8 feet to the place or point of beginning, containing 22.36 acres more or less, being the same premises conveyed by deed of The Jane Oil and Gas Company, a corporation, to Peerless Refining Company, dated November 20th, 1915, and recorded April 19th, 1916, in Book 39, Page 581, of the Records of Payne County, Oklahoma.

5. ALL that certain piece or parcel of land situated in the County of Payne, State of Oklahoma, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 33, Township 18 North, Range 5 East, thence North along the East line a distance of 16.5 feet to the place or point of beginning, thence West and parallel to the South line of said quarter section a distance of 479 feet to a point in the east right of way line of the A., T. & S. F. Ry. Company's right of way, thence North along the said right of way line and 50 feet distant from the center line of said railway company's tract, a distance of 470.6 feet to a point, thence in a South and Easterly direction parallel to and 50 feet distant from the center line of the A., T. & S. F. Ry. Company's Y tract to the East line of said Quarter section, thence South along the east line 152 feet to the place or point of beginning. Said tract containing 2.70 acres more or less, being the same premises conveyed by deed of The Jane Oil and Gas Company, a corporation, to Peerless Refining Company, dated November 20th, 1915, and recorded April 19th, 1916, in Book 39, Page 581 of the Records of Payne County, Oklahoma.

6. ALL that certain piece or parcel of land situated in the County of Payne, State of Oklahoma, more particularly described as follows:

A part or portion of the Southwest Quarter (SW $\frac{1}{4}$ ) of Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-three (33), Township Eighteen (18) North, Range Five (5) East, lying North and East on the North and East right-of-way of the Atchison-Topeka & Santa Fe Railroad Company, containing two acres, being more particularly described as follows:

Commencing at a point which is the intersection of the North right-of-way line of said Railway and East line of said quarter section, thence North and along the East line of said quarter section 306.6 feet, thence West and parallel with the South line of said quarter section, 403 feet, more or less, to the North and East right-of-way line of said Railroad, thence in a Southerly and Southeasterly direction along said right-of-way of said Railroad to the point of beginning, being the same premises conveyed by deed of The Mid Co. Petroleum Company, a corporation, to Peerless Refining Company, dated February 2nd, 1917.

7. ALL those two certain pieces or parcels of land situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

All that tract of land bounded and described as follows, beginning at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 6, Township 13 North, Range 13 East, of the I. B. & M.; thence East 542.7 ft. to the West line of the right of way of the St. Louis & San Francisco Railway Company; thence North 14 degrees 45 minutes West along the West line of said right of way 1,146.4 feet; thence West 264 feet; thence South 1112.3 feet to the place of beginning according to survey made

on February 16, 1912, by T. J. Embree, County Surveyor.

All that certain tract of land bounded and described as follows: Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 6, Township 13 North, Range 13 East, of the Indian Base and Meridian; thence South 213 feet; thence East 264 feet to the right of way of the St. Louis & San Francisco Railroad Company; thence North 14 degrees 45 minutes West along the West line of said right-of-way to the North line of the Northeast Quarter of Southeast Quarter of said Section 6, to a point thereon 208.5 feet East of said Northwest corner of Northeast Quarter of Southeast Quarter of said Section 6; thence West 208.5 feet to the place of beginning, according to survey made on February 16, 1912, by J. T. Embree, County Surveyor.

Said tracts of land being and including all that part of the Northeast Quarter of the Southeast Quarter of Section 6, Township 13 North, Range 13 East of the Indian Base and Meridian, in Okmulgee County, State of Oklahoma, lying on the West side of the right of way of the St. Louis and San Francisco Railroad Company, being the same premises conveyed by Walter Hennig and Harriet E. Hennig, to American Refining Company, by deed dated May 25th, 1912, and recorded September 27th, 1912, in Book D-40 A, Page 562 of the Records of Okmulgee County, Oklahoma.

8. ALL that certain piece or parcel of land situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

All that portion of Walnut Grove Addition to Okmulgee, Okmulgee County, State of Oklahoma, situated East of Okmulgee Creek and more particularly described as follows, to-wit: All that portion of Walnut Grove Addition lying and being in the North-

east corner of said Addition and East of said Okmulgee Creek and also that portion of said Walnut Grove Addition lying and being in the Southeast corner of said addition and East of said Okmulgee Creek, all in Walnut Grove Addition to Okmulgee, Okmulgee County, State of Oklahoma, being the same premises conveyed by Hugh E. Hillman to American Refining Company, by deed dated September 26th, 1912, and recorded October 18th, 1912, in Book M-62, Page 537 of the Records of Okmulgee County, Oklahoma.

9. ALL that certain piece or parcel of land situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

All that tract of land lying East of Delaware Avenue and West of the Easterly bank of Okmulgee Creek in Walnut Grove Addition to Okmulgee, Oklahoma, more specifically bounded and described as follows: Beginning at a point on the easterly bank of said Okmulgee Creek fifty (50) feet westerly from the Southeast corner of the Northwest quarter of the Southeast quarter of Section 6, Township 13 North, Range 13 East, thence in a Northerly direction on and along the easterly bank of said Okmulgee Creek to a point of intersection with a line extending from, on and along the easterly line of Delaware Avenue in said Walnut Grove addition to said City of Okmulgee; thence southerly on and along said extended line of said Delaware Avenue to the point of intersection of said line with the South line of said Northwest quarter of the Southeast quarter in Section Six (6); thence easterly seventy (70) feet along said line to the point of beginning, being the same premises conveyed by deed of Madeline Lowsley and Hubert I. Lowsley to American Refining Company, dated August 8th, 1913, and recorded September 5th, 1913, in Book D-85, Page 569 of the Records of Okmulgee County, Oklahoma.

10. ALL that certain piece or parcel of land situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

All that part of Southeast Quarter of the Northeast Quarter of Section 6, Township 13 North, Range 13 East, which lies South and West of the right-of-way of the St. Louis & San Francisco R. R. Company, being about three (3) acres, being the same premises conveyed by deed of E. M. Carter and Mollie H. Carter, his wife, and Cora M. Smith and Herbert E. Smith, her husband, to American Refining Company, dated July 14th, 1916, and recorded August 4th, 1916, in Book D-13, Page 435 of the Records of Okmulgee County, Oklahoma.

11. ALL that certain piece or parcel of land situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 6, Township 13, North of Range 13 East, thence North about 50 $\frac{1}{4}$  rods along the East line of said land to the intersection of said line with the West line of the right of way of the St. Louis & San Francisco Railroad; thence along the said West line of said right of way in a Northwesterly direction about 6-3.4 rods to the South line of the right of way of the Ozark and Cherokee Central Railroad, thence in a Southwesterly direction along the said South line of said right of way about 13-3.4 rods to the center of Okmulgee Creek, thence South along the line of the center of said Okmulgee Creek about Fifty (50) rods to the South line of the said Southwest quarter of said Northeast Quarter, thence east along the said South line about 13-3.4 rods to the point of beginning containing about 4 $\frac{1}{2}$  acres, being the same premises conveyed by deed of W. L. McKee and John J. Haver-

camp to American Refining Company, dated July 14th, 1916, and recorded August 4th, 1916, in Book D-63, Page 546 of the Records of Okmulgee County, Oklahoma.

12. ALL that certain piece or parcel of land situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

The South  $\frac{1}{2}$  of the Southwest Quarter of the Northeast Quarter of Section 5, Township 13 North, Range 13 East, containing 20 acres more or less, being the same premises conveyed by deed of E. T. McDowell and Margaret McDowell, to American Refining Company, dated March 30th, 1912, and recorded April 3d, 1912, in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Records of Okmulgee County, Oklahoma.

13. ALL that certain piece or parcel of land situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

Lots 1 to 12 inclusive in Block 4, and Lots 1 to 12 inclusive, in Block 5, and Lots 1 to 8 inclusive in Block 8, all in Walnut Grove addition to the City of Okmulgee, Oklahoma.

14. ALL that certain piece or parcel of land situated in the County of Oklahoma, State of Oklahoma, more particularly described as follows:

A tract of land situate in the fractional NW $\frac{1}{4}$  of Sec. 3, Twp. 11 North, Range 3 West of the Indian Meridian, bounded and described as follows: Beginning at the Southeast corner of the Station Grounds of the Missouri, Kansas & Texas Ry. which point is the point of beginning, thence West with the South line of said Station Grounds to an intersection with a line Ten(10) feet distant from and parallel with the center line of said Railway Company's spur tract

to the property of the Oklahoma Cotton Compress Co., thence Southwesterly with said tract to the Northwest corner of a tract of land conveyed to the Oklahoma Refining Co. by warranty deed dated June 6, 1906 and recorded on page 237 of Book 63 of the records of Oklahoma County; thence East with the North line of said tract to the Northeast corner thereof, thence South with the East line of said tract to the Southeast corner thereof; thence East parallel with the South line of the Station Grounds described above to the intersection of the East boundary of the right of way of the Oklahoma City Junction Railway Company; thence South along the Eastern boundary of said right-of-way in a Southerly direction to the Northwest corner of the T. J. Odell tract; thence East along the Northern boundary of said Odell tract to the center of the North Fork of the Canadian River; thence down and along the center of said River in a Northeasterly direction to a point due south of the point of beginning; thence to the point of beginning containing four (4) acres more or less except the right-of-way belonging to the St. Louis & San Francisco Ry. Co. and the Oklahoma City Junction Ry. Co. which rights of way run contiguous and parallel to each other in a Northerly and Southerly direction across said tract and except that part which belongs to the Oklahoma Refining Company and Kee R. McKee, being the same premises conveyed by deed of D. R. Cummings and Maud Cummings to The Oklahoma Refining Company, dated September 19th, 1916, and recorded September 29th, 1916, in Book 191, Page 348 of the Records of Oklahoma County, Oklahoma.

15. ALL that certain piece or parcel of land situated in the County of Oklahoma, State of Oklahoma, more particularly described as follows:

A part of the fractional NW $\frac{1}{4}$  of Sec. 3, Twp. 11

North, Range 3 West of the Indian Meridian, being a plat of land beginning at the Southwest corner of the property deeded to the Oklahoma Refining Company by warranty deed recorded in Book 63 page 237 of the records of Deeds of Oklahoma County, Oklahoma; thence Easterly 202.2 feet with the South line of the above described real estate and said South line produced Easterly to a point 50 feet East of the Southeast corner of said property, thence Southerly 530.5 feet parallel to the main line of the A. T. & S. F. Ry. to an intersection with the Northeasterly right-of-way of the West side Industry track of the St. Louis & San Francisco Ry. right-of-way; thence Northwesterly 563.7 feet to the place of beginning, except a strip of land 20 feet wide extending across the above tract in a Southwesterly direction, to be used for railroad tracks and no other purposes, and also except therefrom the following portion thereof described as follows: Beginning at a point in the East line of the tract of land conveyed to A. Goldberg by warranty deed recorded in Book 107 of Deeds, page 485, in the register of deeds office of Oklahoma County, from said point being 279.2 feet South of the Northeast corner of said tract thence in a Northwesterly direction on a curve of 789.9 radius to the left to a point in the Westerly line of said Goldberg tract above described said point being 203.7 feet Southeasterly from the N. W. corner of the said Goldberg tract measured along the Southwesterly line of said tract; thence continuing in a Southeasterly direction with the Western line of said Goldberg tract, a distance of 91.2 ft. thence in a Southeasterly direction parallel with and 50 feet distant at right angles Southwesterly from the above described curve, to a point in the East line of said Goldberg tract, said point being 75 feet South of the point of beginning; thence North with the East line of said Goldberg tract 50 feet to the

point of beginning, containing 15/100 acres more or less, being the same premises conveyed by deed of State Exchange Bank of Oklahoma City, a corporation, to The Oklahoma Refining Company, recorded February 12th, 1911, in Book 190, Page 213 of the Records of Oklahoma County, Oklahoma.

16. ALL that certain piece or parcel of land situated in the County of Oklahoma, State of Oklahoma, more particularly described as follows:

All that part of the Fractional Northwest Quarter of Sec. 3, in Twp. 11 North of Range 3 West of the Indian Meridian, described as follows: Beginning at a point in the South line of Washington Avenue as extended East across said quarter section where said line crosses the East line of the Missouri, Kansas & Texas R. R. Co. right-of-way of its spur tract to the Cotton Co. and Oil Mill running thence along said line of said right-of-way in a Southwesterly direction to its intersection with the East line of the right-of-way of the St. Louis & San Francisco R. R. Spur track now on *track* thence in a Southeasterly direction along said line of the last named right-of-way to a point where it intersects with the North line of Noble Avenue if extended East across said quarter section; thence East along the line of said Avenue 145 feet thence North a distance of about 340 ft. to a point in the South line of Washington Avenue, which is 110 feet East of the point of beginning; thence West in and along the line of Washington Avenue to the point of beginning; said tract containing 2 acres more or less, being the same premises conveyed by deed of George A. Todd and Maggie S. Todd to The Oklahoma Refining Company, dated June 9th, 1906, and recorded September 28th, 1906, in Book 63, Page 237 of the Records of Oklahoma County, Oklahoma.

17. ALL that certain piece or parcel of land situated in the County of Oklahoma, State of Oklahoma, more particularly described as follows:

A tract of land situate in the fractional Northwest Quarter of Sec. 3, Twp. 11 North Range 3 West of the Indian Meridian bounded and described as follows: Commencing at the point of intersection of the South line of the Missouri, Kansas & Texas Railway Co.'s station grounds and a line parallel with and 12½ feet distant Northwesterly from the center line of the main oil mill spur track of the Missouri Kansas & Texas Ry. Co. which point is the point of beginning of the tract of land to be described; thence West along the South line of the Missouri, Kansas & Texas Ry. Co.'s Station Grounds a distance of 254½ feet; thence South at right angles 189.3 feet to the intersection with a line 12½ feet distant Northerly from and parallel with the center line of the right of way of the Missouri, Kansas & Texas Ry. Co.'s Lincoln Avenue tracks thence Easterly and Northeasternly parallel with the center line of the right of way of said Lincoln Avenue tracks to an intersection with a line 12½ feet distant Northwesterly from and parallel with the center line of the main Oil Mill Spur track of the Missouri Kansas & Texas Ry. Co., thence North-easterly and parallel with the center line of the Oil Mill spur track to the point of beginning, being the same premises conveyed by deed of Southwestern Cotton Oil Company to The Oklahoma Refining Company, by deed dated May 25th, 1915, and recorded June 2nd, 1915, in Book 183, Page 34 of the Records of Oklahoma County, Oklahoma.

18. ALL that certain piece or parcel of land situated in the County of Oklahoma, State of Oklahoma, more particularly described as follows:

A tract of land situate in the fractional NW $\frac{1}{4}$  of

Sec. 3, Twp. 11 North, Range 3 West of the Indian Meridian bounded and described as follows: Commencing at the point of intersection of the South line of the Missouri, Kansas & Texas Ry. Co.'s Station Grounds, and a line parallel with and 12.5 feet distant Northwesterly from the center line of the main oil mill spur track of the Missouri, Kansas & Texas Ry., thence West along the South line of said Station Grounds 254.5 feet; thence South 60 feet to a point which point is the point of beginning; thence South at right angles with the South line of said Station Grounds 129.3 ft. to an intersection with a line 12.5 ft. distant Northerly from and parallel with the center line of the right-of-way of the M. K. & T. Ry. Lincoln Avenue tracks; thence Westerly parallel with said center line to the Southeast corner of Lot 30 Washington Addition to Oklahoma City; thence North with the East line of said Lot 30 to the Northwest corner of said lot; thence East with the South line of Washington Avenue to the point of beginning.

The Grantor hereby gives to the grantee a perpetual right of way for the purpose of egress and ingress to the South 30 feet of Washington Avenue adjoining the above described property on the North being 251 and a fraction feet East and West, being the same premises conveyed by deed of D. R. Cummings and Maud Cummings to The Oklahoma Refining Company, dated July 18th, 1916.

19. ALL that certain piece or parcel of land situated in the County of Oklahoma, State of Oklahoma, more particularly described as follows:

Lots 27 and 28 in Block 2 Miller's Industrial Addition to Oklahoma City, being the same premises conveyed by deed of Norman H. Wright, Trustee in bankruptcy of estate of Greene Oil Company, bankrupt, to The Oklahoma Refining Company, dated

January 28th, 1914, and recorded April 28th, 1915, in Book 182, Page 534 of the Records of Oklahoma County, Oklahoma.

20. ALL that certain piece or parcel of land situated in the County of Oklahoma, State of Oklahoma, more particularly described as follows:

All of Lot lettered A, and the East 12.78 feet of Lot 1, in Block numbered 11 in Classen's West Highland Park Addition to Oklahoma City, as shown by the recorded plat thereof, being more particularly described as follows: Commencing at a point 12.78 feet West of the Southeast corner of Lot 1 in said Block 11, thence North 115.74 feet to the Southerly line of Classen Blvd., thence Southeasterly along the Southerly line along said Classen Boulevard 162.72 feet to the Southeast corner of said Lot A; thence West along the North line of Thirteenth Street 114.78 feet, to the point or place of beginning, being the same premises conveyed by deed of Northeast Highlands Company, a corporation, to The Oklahoma Refining Company, dated June 28th, 1916, and recorded July 12th, 1916, in Book 191, Page 126, of the Records of Oklahoma County, Oklahoma.

21. ALL that certain piece or parcel of land situated in the County of Oklahoma, State of Oklahoma, more particularly described as follows:

All that part or portion of the Northwest Quarter of Sec. 3, Twp. 11 North, Range 3 West, Oklahoma County, Okla., and described as follows: Beginning at the point of intersection of the South line of Noble Avenue if Produced East to the Easterly right of way line of the Oklahoma City Junction Ry.; thence South with said right-of-way line to a point in the North line of Pottawatomie Avenue produced East from amended plat of McCornick's Factory Addition; thence East

200 ft. on the North line of Pottawatomie Avenue produced East; thence Southeasterly 192 ft. on a line parallel with the said Oklahoma City Junction Ry.; thence Easterly parallel with the North line of Pottawatomie Avenue produced East to the center of the North Canadian River; thence Northwesterly along the center of the North Canadian River to a point in the South line of Noble Avenue produced East; thence Westerly along the South line of said Noble Avenue to the point of beginning, being the same premises conveyed by deed of T. J. Odell and Hester D. Odell, to The Oklahoma Refining Company, dated April 6th, 1915, and recorded April 28th, 1915, in Book 182, Page 533, of the Records of Oklahoma County, Oklahoma.

22. ALL that certain piece or parcel of land situated in the County of Grady, State of Oklahoma, more particularly described as follows:

Lot 1, in Block 20, Askew Addition to the City of Chickasha.

23. ALL that certain piece or parcel of land situated in the County of Jackson, State of Oklahoma, more particularly described as follows:

Lot 6, in Block 61, in Edwards & Beach Addition to the Town of El Dorado.

24. ALL that certain piece or parcel of land situated in the County of Carter, State of Oklahoma, more particularly described as follows:

Lot 1, in Block 41, Town of Wilson.

25. ALL that certain piece or parcel of land situated in the County of Kiowa, State of Oklahoma, more particularly described as follows:

Lot 1, Block 71, Town of Snyder.

26. ALL that certain pipeline situated in the County of Kay, State of Oklahoma, more particularly described as follows:

A three-inch pipeline connecting with the tanks of the Ponca Refining Company on its property in Northwest Quarter of Section 34, Township 26 North, Range 2 East adjoining the right of way of the A. T. & S. F. Railway. Thence running along the West side of the said right-of-way of said railway company in a North and Easterly direction, approximately seven miles to a point where said railway line and right-of-way crosses the North boundary of Section 26, in Township 27 North, Range 2 East; thence East along the Public highway, along the South side thereof, to the Southwest corner of Section 19, Township 27 North, Range 3 East; thence Northeasterly across said Section 19, to the Northeast corner thereof; thence East along the Public road North of Section 20, and along the North side of said Section in said Township 27 North, Range 3 East, thence in a Northeasterly direction across Section 16 in said Township and Range to a point near the Northeast corner thereof; thence East along the Section line on the North of Sections 15 and 16 in said Township and Range to a point near the Northeast corner of said Section 15; thence in a northeasterly direction across the corner of Section 10 and across Section 11 to the pump station known as the Mervine Pump Station, located on the South one-half of the South one-half of the Northeast Quarter of Section 11, in Township 27 N., Range 3 East, in Kay County.

27. ALL that certain pipeline situated in the County of Kay, State of Oklahoma, more particularly described as follows:

A 3" pipeline connecting with the property of the Ponca Refining Company, in the Northwest Quarter

of Section 34, Township 26 North, Range 2 East, Kay County, thence running in a Southerly direction along the right-of-way of the A. T. & S. F. Railway Company to the Southeast corner of Section 33, in said Township and Range, thence South on the West side of the Section line road along the East side of Section 4, Township 25 North, Range 2 East to the Southeast corner of said Section 4; thence West along the Section line road on the North side of Section 9, in said Township 25 North, Range 2 East about  $\frac{3}{4}$  of a mile to the land owned by Mollie A. Miller, where the South Field pump station is located, being on one acre of land on the North side of the Northwest Quarter of Section 9, Township 25 North, Range 2 East, Kay County.

28. ALL that certain pipeline situated in the County of Kay, State of Oklahoma, more particularly described as follows:

A 4" pipeline connecting with the property of the Ponea Refining Company, on the Northwest Quarter of Section 34, Township 26 North, Range 2 East, Kay County, thence in a Southerly and Easterly direction across said Section 34 to a point about the center of the South line thereof on the Section line road, thence East along said Section line road, along the South side of said Sections 34 and 35, in said Township and Range to the center of the Arkansas River, being the boundary line between Kay County and Osage County in the State of Oklahoma.

29. ALL that certain pipeline located in the County of Osage, State of Oklahoma, more particularly described as follows:

Commencing at a point in the center of the Arkansas River, being the boundary line between Kay and Osage Counties, Oklahoma, where the description of

said pipeline location in Kay County (described in No. 5 above) ended, and continuing as follows: A 4" pipeline running East along said section line road, being the township line between Townships 25 and 26 North, a distance of approximately twenty miles to the pumping station on said line on the land of James M. George, known as Burbank Station, and above described and being a tract in the Northeast Quarter of Section 1, in Township Twenty-five (25) North, Range 5 East in Osage County.

Thence from said pumping station continuing South entering the right-of-way of the A. T. & S. F. Railway Company, on the Southeast Quarter of said Section 1, Township 25 North, Range 5 East, thence Southerly along the line of said right-of-way to a point where said right-of-way crosses the west side of Section 31, in Township 25, North, Range 6 East in said Osage County, thence South along the Section line road, being the dividing line between ranges 5 and 6 East, to a point intersecting the right of way of the Atchison, Topeka and Santa Fe Railway Company near the Southwest corner of Section 19, in Township 24, Range 6 East, Osage County, thence along the West side of said right-of-way to the center of the Arkansas River at the boundary line between Osage and Pawnee Counties in the State of Oklahoma.

30. ALL that certain pipeline situate in the County of Pawnee, State of Oklahoma, more particularly described as follows:

Commencing at a point in the center of the Arkansas River, being the boundary line between Osage and Pawnee Counties, Oklahoma, where the description of said pipeline location in Osage County (described in No. 6 above) ended, and continuing as follows: A 4" pipeline continuing along the right of way of the Atchison, Topeka & Santa Fe Railway Com-

pany in a Southerly direction to where said right of way crosses the section line road on the east side of Section 1, Township 22 North, Range 5 East, in Pawnee County, Oklahoma, thence South along said section line road, being the range line between ranges 5 and 6 in said Pawnee County to the South line of said Pawnee County.

31. ALL that certain pipeline situated in the County of Payne, State of Oklahoma, more particularly described as follows:

Commencing at a point in the public section line road, being the range line between ranges 5 and 6 East, on the South line of Pawnee County, where the description of said pipeline location (described in No. 7 above) ended and continuing as follows: A 4" pipeline running South along said public road, being the range line between ranges 5 and 6 east, in Payne County, Oklahoma, to a point, where said range line crosses the right-of-way of the A., T. & S. F. Ry. Company, in Section 36, Township 19 North, Range 5 East in Payne County, thence from said point South along the right of way of the said Railway Company to a point in Section 1, in Township 18 North, Range 5 East, in Payne County, to the pumping station of the Ponea Refining Company known as Norfolk Pumping Station, in Payne County, located in the Northeast Quarter of Section 12, Township 18 North, Range 5 East, Payne County, and more particularly above described.

32. ALL that certain pipeline situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

A 4 inch pipeline located on a right of way beginning at the refinery in Section 6, Twp. 13 North, Range 13 East, thence running in a Southeasterly

direction to the section line, between Secs. 7 and 8, Twp. 13 North, Range 13 E., thence South on Section lines between Secs. 7 & 8, 18 & 17, 19 & 20, 30 & 29, 31 & 32, all in Twp. 13, North, Range 13 E. to the South line of Twp. 13 N.; thence in a Southwesterly direction to the section line between sections 5 & 6, in Twp. 12 North, Range 13 East, thence running South on Section lines between Sections 5 & 6, 7 & 8, 17 & 18, 19 & 20, all in Twp. 12 North, Range 13 E. to the SW corner of Sec. 20, Twp. 12 North, Range 13 East; thence running East on section lines between Secs. 20 & 29 and 21 & 28, Twp. 12 North R. 13 E. to the Southeast corner of Sec. 21, Twp. 12 North, Range 13 East; thence in a Southeasterly direction through Sec. 27, Twp. 12 North, Range 13 East to Colton Pump Station.

33. ALL that certain pipeline situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

A pipeline located on a right-of-way beginning at the tank farm in Sec. 5 Twp. 13 North, Range 13 E., running thence West through Secs. 5 & 6 in said Twp. and Range to the Refinery plant of said Company in Sec. 6.

34. ALL that certain pipeline situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

A 3" pipe line located on a right of way beginning at the tank farm in Sec. 5, Twp. 13 N. Range 13 E. thence running East to the east line of Sec. 5 in said township and range, thence running South on the Section line between Secs. 4 & 5 of Twp. 13 N. Range 13 East, to the Southwest corner of said Section 4; thence running East on the section lines between Secs. 4 & 9, 3 & 10, of Twp. 13 N. Range 13 East to

a point in the Southeast Quarter of Sec. 3 of said township and range; thence in a Southeasterly direction to the section line between Secs. 10 & 11, Twp. 13 North, Range 13 East; thence South on said section line between Secs. 10 & 11 and 14 & 15, in said Twp. and Range to the Southwest corner of the SW $\frac{1}{4}$  of Sec. 14, Twp. 13 N. Range 13 E. thence running East on the Section lines between Secs. 14 and 23 and 13 & 24 in Twp. 13 North, Range 13 East, to the range line at the SE corner of Sec. 13, Twp. 13 N. Range 13 East; thence East on the section lines between Secs. 18 & 19 and 17 & 20 in Twp. 13 North, Range 14 East, to the Morris pump station located in the SW $\frac{1}{4}$  of Sec. 16, Twp. 13 N. Range 14 E. thence East on Section line between Secs. 16 & 21 and 15 & 22, 14 & 23, and 13 & 24, all in Twp. 13 N. Range 14 E. to the half section line in Sec. 13; thence running North on said half section line through Secs. 13, 12 and 1, of Twp. 13 North, R. 14 East; thence North on said half section line through Sec. 36, Twp. 14 N. Range 14 East to the section line between Secs. 25 and 36, Twp. 14 N. Range 14 E.; thence East on the South line of Sec. 25 in said township to the Range line between Ranges 14 East and 15 East; thence North on said Range line to Booeh pump station.

35. ALL that certain pipeline situated in the County of Okmulgee, State of Oklahoma, more particularly described as follows:

A pipe line located on a right of way beginning at the Booeh pump station and running thence North on the range line between Ranges 14 East and 15 East to the NE corner of Sec. 12, Twp. 15 North, Range 14 East, thence West on the Section line between sections 1 & 12 of Township 15 N. Range 14 E. to a point on said section line in the SW $\frac{1}{4}$  of said

Section; thence running North in said SW $\frac{1}{4}$  of Sec. 1, Twp. 15 N. Range 14 E. to the end of said line.

36. ALL that certain pipeline situated in the Counties of Creek and Payne, State of Oklahoma, more particularly described as follows:

Commencing at a point in the S. line of the SE.  $\frac{1}{4}$  of Sec. 5, Twp. 17, R. 7, 35' W. of the Section cor. thence N. 00 00' 0" 1139' to a point 35' W. of the E. line of said Sec. thence N. 53 30' W. 1155' to a point, thence N. 73 45' W. 477' to a place or point of beginning of a 1 $\frac{1}{2}$  inch gasoline line and a 2 inch gas line, this point is at the pump station on the Jackson Barnett lease, thence N. 73 45' W. 513' to a point, thence N. 60 15' W. 791' to a point in the E. line of the SE.  $\frac{1}{4}$  173.3' S. of the center of said Sec. thence N. 79 55' W. 535' to a point, thence N. 83 52' W. 746.3' to a point, thence S. 86 08' W. 1421.2' to a point in the W. line of said Sec. 10.8' N. of the SW. corner of the NW.  $\frac{1}{4}$  of said Sec., a total distance through Sec. 5 of 4024.5'.

Thence through Sec. 6, Twp. 17, R. 7.

Commencing at a point 10.8' N. of the SE corner of the NE.  $\frac{1}{4}$  in the E. line of said Sec. Thence S. 86 08' W. 464.5' to a point, thence S. 87 08' West 300' to a point, thence S. 87 53' W. 750' to a point, thence S. 89 13' W. 485' to a point, thence N. 83 53' W. 545' to a point in the W. line of the NE.  $\frac{1}{4}$  and 9.0' N. of the center of the Section, thence S. 84 22' W. 330' to a point, thence S. 86 38' W. 990 to a point, thence S. 86 53' W. 1405' to a point in the W. line of said Sec. 7.5' N. of the SW. corner of the NW.  $\frac{1}{4}$  of total distance through Sec. 6 of 5269.5'.

Thence through Sec. 1, Twp. 17, R. 6 (fractional).

Commencing at a point in the E. line 7.5' N. of the  $\frac{1}{4}$  cor. thence S. 86 53' W. 410' to a point, thence N. 57 82' W. 57' to a point in the Creek County line

32.5' N. of the closing corner, thence N. 03 52' W. 495' to a point, thence N. 02 52' to a point, thence N. 64 22' W. 670' to a point, thence N. 41 52' W. 155' to a point, thence N. 83 22' W. 403' to a point in the W. line of said Sec. 44' S. of the NW. corner, a total distance through Sec. 1 of 2793'.

Thence through Sec. 2, Twp. 17, R. 6.

Commencing at a point in the E. line of the NE.  $\frac{1}{4}$  44' S. of the NE. corner, thence N. 83 22' W. 307' to a point, thence S. 78 58' W. 165' to a point, thence S. 85 53' W. 660' to a point, thence S. 85 03' W. 395' to a point, thence S. 85 41' W. 725' to a point, thence S. 35 11' W. 308.5' to a point in the W. line of the NE.  $\frac{1}{4}$  31.4' S. of the NW. corner, thence S. 86 20' W. 2643.9' to a point 23' S. of the NW. corner of the NW.  $\frac{1}{4}$  a total distance through Sec. 2 of 5204.4'.

Thence through Sec. 3, Twp. 17, R. 6.

Commencing at a point in the E. line of the N. E.  $\frac{1}{4}$  23' S. of the NE. E. corner, thence S. 87 00' W. 2644' to a point in the W. line of the NE  $\frac{1}{4}$ , 40' S. of the NW. cor. thence S. 87 00' W. 2663' to a point in the W. line of the NW.  $\frac{1}{4}$ , 45' S. of the NW. corner, a total distance through Sec. 3 of 5307'.

Thence through Sec. 4, Twp. 17, R. 6.

Commencing at a point in the E. line of the NE.  $\frac{1}{4}$  45' S. of the NE. corner, thence S. 87 00' W. 688' to a point, thence S. 85 35' W. 1053' to a point, thence S. 87 56' W. 560' to a point, thence S. 85 41' W. 325' to a point in the W. line of the NE.  $\frac{1}{4}$ , 27.6' S. of the NW. cor. thence S. 85 41' W. 250' to a point, thence S. 86 31' W. 925' to a point, thence S. 86 46' W. 1475' to a point in the W. line of the NW.  $\frac{1}{4}$ , 29.6' S. of the NW. corner, a total distance through Sec. 4 of 5276'.

Thence through Sec. 5, Twp. 17, R. 6.

Commencing at a point in the E. line of the NE.  $\frac{1}{4}$ , 29.6' S. of the NE. cor. thence S. 86 46' W. 75'

to a point, thence S. 72 16' W. 230' to a point, thence S. 89 46' W. 530' to a point, thence S. 85 46' W. 312' to a point, thence N. 88 14' W. 183' to a point, thence S. 84 10' W. 265' to a point, thence S. 85 40' W. 460' to a point, thence S. 87 20' W. 235' to a point, thence S. 86 05' W. 409' to a point in the W. line of the NE.  $\frac{1}{4}$ , 34' S. of the NW. corner, thence S. 86 05' W. 841' to a point, thence S. 85 35' W. 660' to a point, thence S. 82 35' W. 495' to a point, thence S. 88 05' W. 644' to a point, in the W. line of the NW.  $\frac{1}{4}$ , 38' S. of the NW. corner, a total distance through Sec. 5 of 5339'.

Thence through Sec. 6, Twp. 17, R. 6.

Commencing at a point in the E. line of the NE.  $\frac{1}{4}$  38' S. of the NE. corner thence S. 82 50' W. 511' to a point, thence S. 87 50' W. 825' to a point, thence S. 82 54' W. 660' to a point, thence S. 81 54' W. 200' to a point, thence S. 89 06' W. 295' to a point, thence S. 86 24' W. 149' to a point in the E. line of the NE.  $\frac{1}{4}$ , 42' S. of the NW. corner, thence S. 86 24' W. 1171' to a point, thence S. 84 48' W. 825' to a point, thence S. 85 32' W. 646' to a point in the W. line of the NW.  $\frac{1}{4}$ , 36' S. of the NW. corner, a total distance through Sec. 6 of 5282'.

Thence through Sec. 1, Twp. 17, Range 5.

Commencing at a point in the E. line of the NE.  $\frac{1}{4}$  36' S. of the NE. corner, thence S. 86 00' W. 509' to a point, thence S. 85 18' W. 825' to a point thence S. 85 48' W. 1298' to a point in the W. line of the NE.  $\frac{1}{4}$ , 43.5' S. of the NW. corner, thence S. 85 48' W. 2617' to a point in the W. line of the NW.  $\frac{1}{4}$ , 51' S. of the NW. corner, a total distance through Sec. 1 of 5249'.

Thence through Sec. 2, Twp. 17, R. 5.

Commencing at a point in the E. line of the NE.  $\frac{1}{4}$ , 51' S. of the NE. corner, thence S. 85 48' 935' to a point, thence S. 85 45' W. 1702' to a point in the

W. line of the NE.  $\frac{1}{4}$ , 50' S. of the NW. corner, thence S. 85 45' W. 1303' to a point, thence S. 86 00' W. 560' to a point, thence S. 86 15' W. 766' to a point in the W. line of the NW.  $\frac{1}{4}$ , 50' S. of the NW. corner, a total distance through Sec. 2 of 5266', the last 1013.5' being in the corporate limits of Cushing, Oklahoma, Cream Ridge Addition.

Thence through Sec. 3, Twp. 17, R. 5.

Commencing at a point in the E. line of the NE.  $\frac{1}{4}$ , 50' S. of the NE. corner, thence S. 86 15' W. 84' to a point, thence N. 67 05' W. 109' to a point in the N. line of the NE.  $\frac{1}{4}$ , 180.5' W. of the NE. corner, a total distance through Sec. 3 of 193'.

Thence through Sec. 34, Twp. 18, R. 5.

Commencing at a point in the S. line of the SE.  $\frac{1}{4}$ , 180.5' W. of the SE. corner, thence N. 67 05' W. 2754' to a point in the W. line of the SE.  $\frac{1}{4}$ , 1390' S. of the center of the Section, thence N. 67 05' W. 672' to a point, thence N. 69 45' W. 400' to a point, thence N. 65 15' W. 663' to a point, thence N. 66 15' W. 1197' to a point, thence N. 75 50' W. 47' to a point in the W. line of the SW.  $\frac{1}{4}$ , 6.0' S. of the NW. corner, a total distance through Sec. 34 of 5733'.

Thence through Sec. 33, Twp. 18, R. 5.

Commencing at a point in the E. line of the SE.  $\frac{1}{4}$  6.0' S. of the NE. corner, thence N. 75 50' W. 18' to a point in the N. line of the SE.  $\frac{1}{4}$ , 17' W. of the NE. corner, thence N. 75 50' W. 5.4' to a point, thence S. 85 53' W. 1224.6' to a point, thence S. 85 41' W. 1245' to a point, thence N. 61 37' W. 161' to a point in the W. line of the NE.  $\frac{1}{4}$ , 96' N. of the center of the Section, thence N. 03 39' W. 224' to the end of the line, a total distance through Section 33 of 2878'.

37. ALL that certain pipeline situated in the County of Payne, State of Oklahoma, more particularly described as follows:

A four inch pipeline located on a right of way beginning at the Cushing Refinery plant in the Northeast Quarter of Section 33, Township 18 North, Range 5 East, thence in a Northeasterly direction paralleling the Atchison, Topeka & Santa Fe Railway track in Sections 33, 28, 27, 22, 23, 14 and 12, of Township 18 North, Range 5 East, a distance of approximately 25,000 feet to Norfolk Pump Station, in Section 12, Township 18 North, Range 5 East; a four inch Oil Line running in a general Northeasterly direction in Tulsa County, State of Oklahoma, to what is known as the Leonard Pumping Station, situated in Section 25, Township 17, North, Range 14 East, Tulsa County, State of Oklahoma; thence in a general Southeasterly direction to a point on the Wagoner County line, the amount of pipe in Tulsa County including the Pumping Station piping being 2,471 ft. of 2-inch pipe, 9,651 ft. of 3-inch pipe, 5,085 ft. of 4-inch pipe and 295 ft. of 6-inch pipe; also a system of main and gathering lines in Wagoner County consisting more particularly of 325 ft. of 2-inch pipe, 38,317 ft. of 3-inch pipe, 10,984 ft. of 4-inch pipe, all in Wagoner County, State of Oklahoma.

38. 4,000 shares of the par value of \$100 each of the preferred capital stock of Producers Refining Company, a corporation organized and existing under the laws of the State of Missouri, being the entire outstanding preferred capital stock of said Company, and 3,995 shares of the par value of \$100 each of the common capital stock of said Producers Refining Company out of a total outstanding common capital stock of 4,000 shares.

39. 4,979 shares of the par value of \$100 each of the capital stock of Empire Pipeline Company, a corporation organized and existing under the laws of the State of Dela-

ware, out of a total outstanding capital stock of 5,000 shares.

40. 44,991 shares of the par value of \$100 each of Empire Refineries, Inc., a corporation organized and existing under the laws of the State of Maine, out of a total outstanding capital stock of 45,000 shares.

41. 49,991 shares, of the par value of \$100 each, of the capital stock of Standard Asphalt & Refining Company, a corporation organized and existing under the laws of the State of Delaware, out of a total outstanding capital stock of 50,000 shares.

And also all licenses, easements, covenants, grants, deeds, leases and rights under leases, rights, privileges, consents, immunities, powers, things in action, contracts, claims, demands and franchises (but not including the franchise to be a corporation), and all patents or rights under patents, or under any and all contracts or agreements respecting patents or processes in any way relating to the acquisition, transportation, refinement, sale and delivery of its products or other business or purposes of Empire Refining Company, however acquired, and all buildings and refineries located upon any of the properties above described, engines, machines and machinery, apparatus, appliances, tools implements, mains, pipes, conduits, meters, compressor stations, gathering lines, tanks and all other property used or useful in connection therewith or in the business carried on by Empire Refining Company, and all other property, of whatsoever kind, character or description, real, personal or mixed, and wheresoever located, now belonging to or which may be hereafter in any way acquired, owned or possessed by Empire Refining Company.

Together with all and singular the buildings, tenements and appurtenances thereunto belonging and the reversion, remainders, incomes, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well

at law as in equity, of Empire Refining Company, of, in and to the said premises and property and every part and parcel thereof with the appurtenances;

Subject, however, to the priority of the lien of the mortgage or deed of trust of Empire Refining Company to Guaranty Trust Company of New York, as trustee, dated February 1st, 1917, hereinabove referred to, and subject also to certain tank car equipment trust agreements securing tank car equipment trust notes of Empire Refining Company heretofore issued, which constitute a purchase money lien upon certain tank cars heretofore acquired by Empire Refining Company or its subsidiaries. All of the shares of capital stock hereinabove mentioned, as pledged hereunder by Empire Refining Company, have been heretofore pledged with Guaranty Trust Company of New York, as trustee under said indenture of February 1st, 1917, and the certificates for said shares of capital stock have been delivered to said Guaranty Trust Company of New York, as such trustee. Empire Refining Company covenants that upon the satisfaction or cancellation of said indenture of February 1st, 1917, it will cause all the certificates of stock aforesaid then held by the trustee thereunder to be transferred and delivered to the Trustee under this Indenture, and it hereby directs the trustee thereunder to make such transfer, and it will execute and deliver to the Trustee hereunder such powers of attorney and other instruments as such Trustee may reasonably require in order to make the pledge of the securities effective.

And EMPIRE PETROLEUM COMPANY, one of the parties of the second part, in consideration of the premises, and of the sum of ten dollars (\$10) to it in hand paid by the third party at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the payment of the principal and interest of the said bonds to be issued hereunder, as aforesaid, and as herein provided, as the same shall be

payable according to their tenor and effect, and the coupons thereto attached or belonging, and the performance of all the other covenants and agreements on the part of the Company, or any of the companies executing this Indenture, contained in said bonds or in this Indenture, hath granted, bargained and sold, transferred, set over, assigned, aliened, released, mortgaged, pledged, warranted, conveyed and confirmed, and by these presents doth grant, bargain and sell, transfer, set over, assign, alien, release, mortgage, pledge, warrant, convey and confirm unto The Equitable Trust Company of New York, the third party, as Trustee, and its successor or successors in the trust hereby created, and its, his or their assigns forever, all and singular the entire real and personal property, including any leases or lease rights for the drilling of oil and gas owned by Empire Petroleum Company and the appurtenances unto the same belonging, and the machinery, apparatus and other plants constructed and to be constructed, and all stocks, bonds and other securities, and all other property, real, personal and mixed, including oil in storage, of Empire Petroleum Company now owned or hereafter acquired.

And also all licenses, easements, covenants, grants, deeds, leases and rights under leases, rights, franchises, consents, immunities, powers, things in action, contracts, claims, demands and franchises (but not including the franchise to be a corporation), and all patents or rights under patents or under any and all contracts or agreements respecting patents or processes in any way relating to the acquisition, transportation, refinement, sale and delivery of its products or other business or purposes of Empire Petroleum Company, however acquired, and all engines, machines and machinery, apparatus, appliances, tools, implements, mains, pipes, conduits, meters, compressor stations, gathering lines, tanks and all other property used or useful in connection therewith or in the business carried on by Empire Petroleum Com-

pany, and all other property of whatsoever kind, character or description, real, personal or mixed, and wheresoever located, now belonging to or which may be hereafter in any way acquired, owned or possessed by Empire Petroleum Company.

Together with all and singular the buildings, tenements and appurtenances thereunto belonging and the reversion, remainders, incomes, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of Empire Petroleum Company, of, in and to the said premises and property and every part and parcel thereof with the appurtenances.

Subject, however, to the priority of certain liens which have been and will be created upon all or any portion of the stocks of crude oil and/or refined petroleum products securing notes or acceptances of Empire Petroleum Company now outstanding or which may hereafter be issued.

And EMPIRE GASOLINE COMPANY, one of the parties of the second part, in consideration of the premises and of the sum of ten dollars (\$10) to it in hand paid by the third party at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the payment of the principal and interest of the said bonds to be issued hereunder, as aforesaid, and as herein provided, as the same shall be payable according to their tenor and effect, and the coupons thereto attached or belonging, and the performance of all the other covenants and agreements on the part of the Company, or any of the companies executing this Indenture, contained in said bonds or in this Indenture, hath granted, bargained and sold, transferred, set over, assigned, aliened, released, mortgaged, pledged, warranted, conveyed and confirmed, and by these presents doth grant, bargain and sell, transfer, set over, assign, alien, release, mortgage, pledge, warrant, convey

and confirm unto The Equitable Trust Company of New York, the third party, as Trustee, and its successor or successors in the trust hereby created, and its, his or their assigns forever, all and singular the entire real and personal property, including any leases or lease rights for the drilling of oil and gas and the appurtenances unto the same belonging, and the machinery, apparatus and other plants constructed and to be constructed, and all stocks, bonds and other securities, and all other property, real, personal or mixed, of Empire Gasoline Company, now owned or hereafter acquired.

And also all licenses, easements, covenants, grants, deeds, leases and rights under leases, rights, privileges, consents, immunities, powers, things in action, contracts, claims, demands and franchises (but not including the franchise to be a corporation), and all patents or rights under patents, or under any and all contracts or agreements respecting patents or processes in any way relating to the acquisition, transportation, refinement, sale and delivery of its products or other business or purposes of Empire Gasoline Company, however acquired, and all engines, machines and machinery, apparatus, appliances, tools,, implements, mains, pipes, conduits, meters, compressor stations, gathering lines, tanks and all other property used or useful in connection therewith or in the business carried on by Empire Gasoline Company and all other property of whatsoever kind, character or description, real, personal or mixed, and wheresoever located, now belonging to or which may be hereafter in any way acquired, owned or possessed by Empire Gasoline Company.

Together with all and singular the buildings, tenements and appurtenances thereunto belonging and the reversion, remainders, incomes, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of Empire Gasoline Company, of, in and

to the said premises and property and every part and parcel thereof with the appurtenances.

Subject, however, to the priority of the lien of certain tank car equipment trust agreements securing tank car equipment trust notes of Empire Gasoline Company heretofore issued, hereinbefore recited, which constitute a purchase money lien upon certain tank cars heretofore acquired by Empire Gasoline Company.

And EMPIRE GAS AND PIPELINE COMPANY, one of the parties of the second part, in consideration of the premises and of the sum of ten dollars (\$10) to it in hand paid by the third party at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to secure the payment of the principal and interest of the said bonds to be issued hereunder, as aforesaid, and as herein provided, as the same shall be payable according to their tenor and effect, and the coupons thereto attached or belonging, and the performance of all the other covenants and agreements on the part of the Company, or any of the companies executing this Indenture, contained in said bonds or in this Indenture, hath granted, bargained and sold, transferred, set over, assigned, aliened, released, mortgaged, pledged, warranted, conveyed and confirmed, and by these presents doth grant, bargain and sell, transfer, set over, assign, alien, release, mortgage, pledge, warrant, convey and confirm unto the said The Equitable Trust Company of New York, the third party, as Trustee, and its successor or successors in the trust hereby created, and its, his or their assigns forever, all and singular the entire real and personal property, including any leases and lease rights for the drilling of oil and gas and the appurtenances unto the same belonging, and the pipelines, machinery, apparatus and other plants constructed and to be constructed, and all stocks, bonds and other securities, and all other property, real, personal and mixed, of Empire Gas and Pipeline Company now owned or hereafter

acquired, including the property more particularly described as follows, that is to say:

(1) ALL of that certain gas main pipe line approximately 38.1 miles in length, beginning at the point of connection to the Cambridge Compressor Station Intake in the N.W.  $\frac{1}{4}$  of Section 10, Township 31 South, Range 7 East, Cowley County, Kansas, and running in a southwesterly direction through counties, hereinafter more particularly set forth, to a point on the dividing line between the States of Kansas and Oklahoma, which point is also on the south boundary line of the Southeast one-quarter of Section 14, Township 35 South, Range 2 East, in Sumner County, Kansas, the route of said gas main pipe line being more particularly described as follows:

A 16" main pipe line, beginning at the 16" to 12" swedge at the point of connection of said 16" main pipe line to the 12" Intake Pipes of the Cambridge Compressor Station of the Wichita Natural Gas Company in the Northwest one-quarter of Section 10, Township 31 South, Range 7 East, in Cowley County, Kansas, and running thence in a southwesterly direction through Sections 10, 9, 16, 17, 20, 19 and 30, Township 31 South, Range 7 East; Sections 25, 26 and 35, Township 31 South, Range 6 East; Sections 2, 3, 10, 9, 8, 17, 18 and 19, Township 32 South, Range 6 East; Sections 24, 25, 26, 35 and 34, Township 32 South, Range 5 East; Sections 3, 4, 9, 8, 17, 18 and 19 Township 33 South, Range 5 East; Sections 24, 25, 26, 35, 34 and 33, Township 33 South, Range 4 East; Sections 4, 5, 8, 7 and 18, Township 34 South, Range 4 East; Sections 13, 24, 23, 26, 27, 34 and 33, Township 34 South, Range 3 East; Sections 4, 5, 8 and 7, Township 35 South, Range 3 East, to a point on the line dividing Cowley and Sumner Counties, Kansas. All the foregoing described route lies within Cowley County, Kansas, and has a total length of

193,283 feet of which 191,972 feet is occupied by 16" pipe and 1,311 feet is occupied by the double 10" pipe, Arkansas River Crossing in Section 23, Township 34 South, Range 3 East; or a total length of 191,972 feet of 16" pipe and 2,622 feet of 10" pipe.

Thence from said point on the line dividing Cowley and Sumner Counties, Kansas, in a southwesterly direction through Sections 12, 13 and 14, Township 35, Range 2 East, to a point on the line dividing the States of Kansas and Oklahoma, all of which lies within Sumner County and has a length of 8,102 feet occupied by 16" pipe; the total length of line in Kansas being 201,385 feet.

(2) All of that certain gas main pipe line, approximately 4.43 miles in length, beginning at a point on the line dividing the States of Kansas and Oklahoma, which point being the southerly end of the same Company's 16" pipe line in the State of Kansas, and running thence in a southwesterly direction through the following described sections in Kay County, Oklahoma, to a point of connection of said 16" main pipe line with the field gathering system in the Dilworth Field, said point of connection lying at the southwest corner of Section 29, Township 29 North, Range 1 East, in Kay County, Oklahoma, the route of said gas main pipe line being more particularly described as follows:

A 16" main pipe line, beginning at a point on the line dividing the States of Kansas and Oklahoma, which point being also the southerly end of the same Company's 16" main pipe line in the State of Kansas and also being on the north line of the northwest one-quarter of Section 14, Township 29 North, Range 1 East and running thence in a southwesterly direction through Sections 14, 15, 22, 21, 28 and 29, Township 29 North, Range 1 East to a point of connection with the field gathering system, which point of con-

nection lies 55 feet north and 73 feet east of the southwest corner of said Section 29.

All of the foregoing described route lies within Kay County, Oklahoma, and has a total length of 23,415 feet.

And also all licenses, easements, covenants, grants, deeds, leases and rights under leases, rights, privileges, consents, immunities, powers, things in action, contracts, claims, demands and franchises (but not including the franchise to be a corporation), and all patents or rights under patents, or under any or all contracts or agreements respecting patents or processes in any way relating to the acquisition, transportation, refinement, sale and delivery of its products or other business or purposes of Empire Gas and Pipeline Company, however acquired, and all engines, machines and machinery, apparatus, appliances, tools, implements, mains, pipes, conduits, meters, compressor stations, gathering lines, tanks and all other property used or useful in connection therewith, or in the business carried on by Empire Gas and Pipeline Company, and all other property, of whatsoever kind, character or description, real, personal or mixed and wheresoever located, now belonging to or which may be hereafter in any way acquired, owned or possessed by Empire Gas and Pipeline Company.

Together with all and singular the buildings, tenements and appurtenances thereunto belonging, and the reversion, remainders, incomes, rents, issues and profits therefrom, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of Empire Gas and Pipeline Company of, in and to the said premises and property and every part and parcel thereof with the appurtenances.

To HAVE AND TO HOLD the said premises, property, appurtenances, incomes, rights, privileges, licenses and franchises unto the said The Equitable Trust Company of New York, and its successors and assigns forever.

IN TRUST, NEVERTHELESS, for the equal pro rata benefit and security of all and every the persons or corporations who or which may become holders of any of the said bonds, or the coupons hereby secured, without any preference or priority of one bond over another or others by reason of priority in time of the issue and negotiation thereof, or otherwise; so that each and all of said bonds issued and to be issued, and when issued as aforesaid, shall have the same right, lien and privilege under and by virtue of this Indenture, and shall be equally secured hereby with the like effect as if they had all been made, executed and delivered and negotiated simultaneously with the delivery hereof, and for the same consideration, it being intended that the lien and security hereby created of all the said bonds shall take effect from the date of the execution and delivery of this Indenture, whether the same shall be actually sold or disposed of and issued at such date, or some later date, and that the lien and security of this Indenture shall take effect from the date of the execution and delivery hereof, as though all of said bonds were actually sold and delivered to and in the hands of innocent holders for value upon such date, and shall in no manner be altered, impaired or prejudiced by the creation of subsequent deeds, mortgages or liens, by any of the Companies executing this Indenture, their respective successors or assigns, or by judgments or liens in any form in favor of creditors of any of the Companies executing this Indenture, whether said bonds shall have been issued or not.

AND THIS INDENTURE FURTHER WITNESSETH, and it is hereby declared, that the further trusts, uses, purposes, agreements and conditions upon which the real estate, lands, premises and appurtenances, and all the property, real, personal and mixed aforesaid, and the franchises, licenses, easements, rights, powers, privileges and immunities aforesaid are conveyed to and are to

be had, held and disposed of by the Trustee, and subject to which agreements and conditions the bonds secured by this Indenture are to be issued, and are to be received and held by each and every person, partnership, firm and corporation who or which shall be or become holders of any of such bonds, are as follows, to wit:

## ARTICLE I.

### ISSUE AND CERTIFICATION OF BONDS.

SECTION 1. No bond or any coupon thereto attached, shall be valid or entitled to the benefit of the security hereof unless such bond shall be authenticated by the certificate endorsed thereon, signed by the Trustee, that it is one of the bonds described in this Indenture. Such authentication by the Trustee upon such bond, whether temporary or permanent, executed on behalf of the Company, shall be conclusive evidence, and the only evidence, that the bond so authenticated has been duly issued hereunder, and that the holder is entitled to the benefit of the security provided hereby. Upon the execution and delivery of this Indenture to the Trustee, the Company may execute and deliver to the Trustee the bonds herein provided to be issued, or so many thereof as it may desire from time to time, and the Trustee shall, without waiting for the recording of this Indenture, certify the same from time to time and deliver, to or upon the order of the President or a Vice-President and the Secretary or an Assistant Secretary of the Company, the bonds as herein-after provided. The denominations to be delivered shall be as specified in any such order, provided that the aggregate amount of bonds, issued and outstanding under this Indenture, shall never at any one time exceed the principal sum of one hundred and fifty million dollars (\$150,000,000) principal amount.

SECTION 2. The bonds hereby secured shall be either in the form of fully Registered Bonds (i. e., registered as

to both principal or interest) or Coupon Bonds, subject to registration as to principal only. The Registered Bonds shall be in denominations of one hundred dollars (\$100) each, numbered consecutively from RC One (RC 1) up; of five hundred dollars (\$500) each, numbered consecutively from RD One (RD 1) up, of one thousand dollars (\$1,000) each, numbered consecutively from RM One (RM 1) up, and of any multiple of one thousand dollars (\$1,000) each, numbered consecutively from One (1) up, with such appropriate distinctive letters prefixed to the number as the officers of the Company may select for each denomination above one thousand dollars (\$1,000); the Coupon Bonds shall be in denominations of one thousand dollars (\$1,000) each, numbered consecutively from CM One (CM 1) up, of five hundred dollars (\$500) each, numbered consecutively from CD One (CD 1) up, and of one hundred dollars (\$100) each, numbered consecutively from CC One (CC 1) up. Each of said bonds shall be duly executed under the seal of the Company, signed by its present or any future President or a Vice-President, and attested by its present or any future Secretary or an Assistant Secretary, and the interest coupons thereto attached or belonging shall be authenticated by or with the facsimile signature of any present or future Treasurer of the Company engraved thereon; and in case the officers who shall have signed and sealed any of said bonds and coupons shall cease to be such officers before the bonds so signed and sealed are actually issued and delivered, such bonds and coupons may nevertheless be adopted and used by the Company and be issued and delivered as though the persons who signed such bonds and coupons and sealed such bonds had not ceased to be such officers of the Company.

Before delivering any bonds hereunder, the Trustee shall cut off and detach therefrom any and all coupons for any interest upon the said bonds, payable prior to the time of such delivery by the Trustee, and shall can-

cel the coupons so detached, and deliver the same to the Company. If any bond issued hereunder shall be mutilated, lost or destroyed, the Company, upon terms and conditions prescribed by its Board of Directors, may issue, in lieu thereof, a new bond of like tenor, date and amount, bearing the same distinctive number, which bond, when so issued, shall be authenticated by the Trustee upon receiving proof of loss, mutilation or destruction, and upon receiving indemnity satisfactory to it; and such new bond, with the coupons, if any, thereto belonging, may be sealed and signed by the persons who shall, at the time of the issuance thereof, be the proper officers of the Company, regardless of the fact that such persons may not have been such officers of the Company on the date of this Indenture; or the coupons attached to such new bond, if a coupon bond, may be signed by the engraved facsimile signature of the person who, on the date of this Indenture, was the Treasurer of the Company, regardless of the fact that such person may have ceased to be such Treasurer at the time of issuance of such new bond and coupons.

SECTION 3.—Eighteen million seven hundred and seventy-four thousand dollars (\$18,774,000) principal amount of said bonds may be authenticated by the Trustee and delivered from time to time to or upon the order of the President or a Vice-President, and the Secretary or an Assistant Secretary of the Company, as follows:

- (a) Upon the filing with the Trustee of a certificate of the President or a Vice-President, and the Secretary or an Assistant Secretary of the Company certifying that through the operation of the sinking fund provided for in the indenture between Empire Gas and Fuel Company and Bankers Trust Company, dated May 1st, 1916, and securing the First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds of that Company, or through the opera-

tion of the sinking fund provided for in the indenture between Empire Refining Company, one of the parties of the second part, and Guaranty Trust Company of New York, dated February 1st, 1917, and securing the First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds of Empire Refining Company, any of the bonds secured by either of said indentures outstanding at the date hereof have been paid and cancelled, then the Trustee hereunder shall authenticate and deliver bonds secured hereby equal to the principal amount of bonds so stated in said certificate to have been paid and cancelled;

(b) In exchange for an equal principal amount of any of said First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds of the Empire Gas and Fuel Company or of any of said First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds of Empire Refining Company hereinabove mentioned.

Any of said First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds of Empire Gas and Fuel Company or any of said First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds of Empire Refining Company so surrendered to the Trustee hereunder, in accordance with Subdivision (b) above, shall be held in trust by the Trustee under the provisions of this Indenture as further collateral security for all of the bonds issued hereunder or at any time outstanding. Provided, however, that unless and until there shall be a default in respect of any of the covenants of this Indenture, the Trustee shall, from time to time as they mature, cut off the coupons for interest attached to any of said bonds of either issue so held by it, as aforesaid, and deliver said coupons to the Company or Empire Refining Com-

pany, as the case may be; and prior to any such default, the Trustee shall forthwith pay over to the Company or Empire Refining Company, as the case may be, any and all sums of money, which may be received or collected by the Trustee for interest on any of said bonds of either of said issues. Provided, however, that when any of said First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds or any of said First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds held by the Trustee hereunder shall be purchased, paid, redeemed or retired through the operation of the sinking fund provided for in the respective indentures securing same, the proceeds thereof shall be paid to the Trustee hereunder, and upon receipt of or in exchange for such proceeds, the Trustee shall forthwith deliver to or for the purpose of such respective sinking funds either the First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds or the First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds so purchased, paid, redeemed or retired, and the proceeds so received by the Trustee hereunder shall forthwith be paid to the Company or Empire Refining Company, as the case may be. In case any cash is, or is to be, paid to the trustee under either of said indentures of May 1st, 1916, or February 1st, 1917, and the said cash, if or when so paid, is applicable, under the terms of said sinking fund, to the purchase, after offers, of such First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds or of such First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds, and in case the Trustee hereunder shall hold, under the provisions hereof, any of the bonds of either of said issues, it shall, if directed in writing so to do by the Company or Empire Refining Company, as the case may be, offer for sale to such sinking fund under said indenture of May 1st, 1916, or of February 1st, 1917, such amount of bonds of such respective issues held here-

under as it is directed to offer by the Company or Empire Refining Company, as the case may be, at such price or prices as the Company or Empire Refining Company shall, in writing, specify to the Trustee hereunder. And thereupon the Trustee hereunder shall so offer such bonds at such prices. If any of the bonds of either of said issues, so offered by the Trustee hereunder for sale to the sinking fund under said indenture of May 1st, 1916, or February 1st, 1917, shall be accepted and paid for, the Trustee hereunder, upon receipt of or in exchange for the purchase price therefor, shall deliver the bonds so sold to the trustee under said indenture of May 1st, 1916, or February 1st, 1917, as the case may be, and all moneys so received by the Trustee hereunder shall forthwith be paid to the Company or Empire Refining Company, as the case may be.

When all of the First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds or all of the First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds above mentioned (except such of said bonds as may have been surrendered to and are then held by the Trustee hereunder) have been paid and cancelled, then the Trustee hereunder shall cancel and surrender to the respective trustees under said mortgage of May 1st, 1916, and February 1st, 1917, any of the bonds of either of said issues then held by it hereunder, to the end that the indenture securing respectively the bonds of said issues may be cancelled and satisfied of record. When all of the bonds of both of said issues have been paid and cancelled, and the indentures securing the same have been satisfied of record, the Trustee hereunder may then endorse upon the face of such bonds of this issue as it may thereafter certify and deliver, and upon each of such bonds theretofore issued which are presented to it by the holders thereof for such endorsement, that all of said outstanding First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds and all of

said outstanding First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds have been retired and cancelled, and the respective mortgages or deeds of trust securing same have been cancelled and satisfied of record.

SECTION 4.—The Company may forthwith, or from time to time hereafter, sign, seal and deliver to the Trustee, bonds secured hereby to the aggregate principal amount of one hundred thirty-one million, two hundred twenty-six thousand dollars (\$131,226,000) in such denominations as it may desire, and the Trustee shall, without waiting for the recording of this Mortgage, forthwith certify and re-deliver the same to or upon the written order of the President or a Vice-President, and the Secretary or an Assistant Secretary of the Company.

SECTION 5.—Until the said bonds can be engraved and prepared, the Company may execute and deliver, and the Trustee may authenticate, a temporary bond or temporary bonds, substantially of the tenor of the bonds hereinbefore recited, except that no coupons shall be attached to said bonds, or may issue interim certificates calling for the delivery of permanent bonds when prepared, and the same may be for the payment of one thousand dollars (\$1,000) or any multiple thereof, as the Company may determine.

Any bond or bonds issued hereunder may be exchanged for a bond or bonds equivalent thereto in aggregate principal amount, and a Coupon Bond may be exchanged for a fully Registered Bond (i. e., a bond registered as to both principal and interest), and vice versa, without cost or expense to the holder of said bond or bonds; provided, however, that upon an exchange of a Coupon Bond for a fully Registered Bond, interest will be adjusted.

Every fully registered bond (i. e., a bond registered

as to both principal and interest) shall be dated as of the date of issue, and shall bear interest from the interest payment date next preceding such date (except that if any such registered bond shall be issued on the first day of any month in any year, it shall bear interest from its date); provided, however, that upon the transfer on the books of the Company of any of said fully registered bonds, no adjustment of interest whatsoever will be made by the Company in respect of said bonds, either with the transferor or transferee of said bonds, but interest will be paid to the new registered owner as above provided.

## ARTICLE II.

### HOLDING OF COLLATERAL.

SECTION 1.—Until the final payment and satisfaction of all the First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds issued under the indenture of May 1st, 1916, and of all the First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds issued under the indenture of February 1st, 1917, above mentioned, and until the satisfaction or release of the said indentures of May 1st, 1916, and February 1st, 1917, respectively, all the securities owned by the Company and Empire Refining Company, respectively, and prior to the date hereof pledged under such respective indentures, and, subject to the lien of this Indenture, shall remain subject to the prior and superior lien of said indentures of May 1st, 1916, and February 1st, 1917, respectively, and the same shall be held respectively by Bankers Trust Company, as trustee under said indenture of May 1st, 1916, or by Guaranty Trust Company of New York, as trustee under said indenture of February 1st, 1917, with all the powers and discretions and subject to all the provisions therein set forth.

SECTION 2.—All certificates of stock which by the

terms of this Indenture have been pledged, assigned and conveyed or shall hereafter be pledged, assigned and conveyed to the Trustee as security for the bonds hereby secured, so far as may be, shall, subject to the rights of the trustees under the indentures of May 1st, 1916, and February 1st, 1917, be transferred into the name of the Trustee or its nominee or nominees on the books of each company whose stock the same may be, but the Trustee may, from time to time in its discretion, cause or permit any certificates of stock held by it under the terms of this Indenture to be transferred into the name of the company owning the same, or of any individual or individuals, provided that any such certificate shall be endorsed in blank by the company owning the same, or by the person or persons in whose name or names the same shall stand, in such form that the same may, at any time, upon the application of the Trustee, be transferred into its name or the name or names of such person or persons as it may elect, and the certificate so endorsed shall be deposited with the Trustee, subject to the prior rights thereto of the trustees under the indentures of May 1st, 1916, and February 1st, 1917, respectively. Any bonds or other obligations at any time held by the Trustee hereunder may be made payable to the Trustee or to bearer or to a designated payee and duly assigned in blank.

SECTION 3. The Mortgagor Companies and the Trustee may do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any company the stock of which shall be pledged or assigned hereunder, and, subject to the rights of the respective trustees under the indentures of May 1st, 1916, and February 1st, 1917, for such purposes from time to time may sell, assign, transfer and deliver so many shares of the stock of the several companies as may be necessary to qualify persons to act as Directors of, or in any other official relation to, such

companies, but it shall be no part of the duty of the Trustee to take any action in respect thereof.

**SECTION 4.**—Until a default known to the Trustee shall have occurred in any of the covenants or provisions of this Indenture, or of the bonds hereby secured, and shall have existed for the period, if any, elsewhere herein provided in respect thereof, it is stipulated and agreed that:

(a) The Trustee shall not (except with the written consent of the proper Mortgagor Company or as otherwise authorized by this Indenture), whether at or before or after the maturity thereof, collect, or be entitled to collect, the interest on any bonds or obligations or other indebtedness of any Mortgagor Company or subsidiary company which may at any time be pledged under this Indenture, or the principal of any such bond, obligation or other indebtedness which shall be paid out of earnings, and shall not enforce any of the provisions of the mortgages, trust deeds or other instruments under which such bonds or other obligations were issued or by which the same may be secured;

(b) The proper Mortgagor Companies shall be entitled to receive all dividends paid in money out of earnings on all shares of stock which shall be pledged by them respectively with the Trustee under the terms of this Indenture, although the same may have been transferred into the name of the Trustee or of its nominee, and to receive all interest paid in respect of any bonds or obligations or other indebtedness to it, and the principal of such bonds, obligations or indebtedness which shall be paid out of earnings, except those which shall have been acquired through the investment of the proceeds of released property, notwithstanding that the same

shall have been transferred to and be held by the Trustee or its nominee;

(c) From time to time (subject to the provisions in respect thereof in this Article contained) upon the request of the proper Mortgagor Company the Trustee shall deliver to the said company any of the bonds, obligations and coupons for such interest referred to in (b) above then in its possession in order that the said Company may receive payment thereof for its own use, or may cause the same to be cancelled; and the Trustee shall deliver to the said company suitable orders in favor of the said company or its nominee for the payment of such bonds, obligations and interest and of such dividends, and the said company may collect the same (but not by any proceeding which the Trustee shall deem to be prejudicial to the trusts hereunder), and the Trustee shall upon demand pay over to the said company any such moneys which may be collected or be received by it;

Provided, however, and it is hereby declared and agreed that except as in this Indenture otherwise expressly provided:

(1) None of the Mortgagor Companies shall be entitled to receive and the Trustee shall not pay over any principal or interest on any bonds, obligations, claims or indebtedness at any time subject to this Indenture, or the dividends on any shares of stock subject to this Indenture, which shall have been collected or paid out of the proceeds of any sale or condemnation or expropriation of the property covered by a mortgage securing such bonds or obligations or out of the proceeds of sale of any other property of the company liable upon such bonds, obligations, claims or indebtedness, or the stock of which shall be subject to this Indenture in case of a dissolution or liquidation of such company, it being the intention that the proper Mortgagor Company shall be

entitled to receive only payments made out of the rents, revenues, income or proceeds of operation of said properties, it being understood that the sale of petroleum and its derivatives, natural gas and the allied products, are to be included in current operations, and any past earnings not paid out in dividends shall likewise be payable to the Mortgagor Companies respectively;

(2) The Mortgagor Companies shall not sell, assign or transfer any such coupon or right to interest or dividends delivered or assigned to them respectively;

(3) The Mortgagor Companies shall not collect any such coupons or interest or any other such claim or indebtedness or any such dividends by legal proceedings or by enforcement of any security therefor, nor in any manner which the Trustee shall deem prejudicial to the trusts hereunder; and

(4) Until actually paid, released or discharged every such coupon or right to principal, interest or dividends shall remain subject to this Indenture.

In case of the payment of any such coupon, claim or interest, the Mortgagor Company receiving the same will upon demand of the Trustee furnish satisfactory evidence of the cancellation and extinguishment thereof.

The Trustee shall deliver to the proper Mortgagor Company any of the bonds, coupons, obligations and other indebtedness, and orders for dividends, the payment of which the said Mortgagor Company is entitled to receive under the provisions of this section, or any moneys which may have come into its possession therefrom, together with suitable releases, upon receipt of a certificate of the said Mortgagor Company entitled thereto, signed by the President, or a Vice-President or Manager, and the Treasurer, or Assistant Treasurer or Secretary, or Assistant Secretary of such Mortgagor Com-

pany, setting forth that payment of the same is to be or has been made from earnings to which such Mortgagor Company is entitled. Such certificate shall be full protection to the Trustee in releasing to such Mortgagor Company any such securities or moneys.

SECTION 5. Until default, known to the Trustee, shall have been made in any of the covenants of this Indenture or of the bonds hereby secured, the proper Mortgagor Company shall have the right to vote any of the shares of stock pledged hereunder with the same force and effect as though such shares were not subject to this Indenture and the Mortgagor Companies hereby covenant that they will not exercise their right to vote said stock for any purpose contrary to their covenants herein contained, nor in any manner which may result in the impairment of the lien hereof or the substantial security of the bonds secured hereby, nor in any manner otherwise inconsistent with the purposes of this Indenture. From time to time, upon written demand of the proper Mortgagor Company, signed by its President or a Vice-President, and subject to the limitations in this Indenture contained, the Trustee shall forthwith execute and deliver, or shall cause to be executed and delivered to the proper Mortgagor Company, or to its nominee as expressed in such demand, suitable powers of attorney or proxies in the usual form, with or without power of substitution, as such demand shall specify, to vote upon any shares of stock which shall have been transferred to the name of the Trustee or its nominees, and such proxies or powers of attorney shall specify as the purpose or purposes for which the same may be used, the purpose or purposes expressed in such demand. The Trustee shall be fully protected and shall incur no liability in executing and delivering, or causing to be executed and delivered any such proxies or powers of attorney, upon receipt of an opinion of counsel (and such counsel may be counsel for the Company) specifying that such pur-

pose or purposes is or are within the purposes and powers authorized by this Indenture with respect to such proxies, and the Trustee shall have the right, but shall be under no obligation to do so, to cause to be made, at the expense of the proper Mortgagor Company, such further investigation as to it shall seem proper, covering the purpose or purposes for which such proxies or powers of attorney may be so requested. The Trustee shall be under no duty or obligation to inform itself as to whether any such proxy is used for or in accordance with the purposes expressed therein.

Subject only as in this Indenture specifically restricted and to the actual exercise by the Mortgagor Companies of rights in respect thereof conferred by this Indenture, the Trustee shall have and may exercise all the rights of the owner in respect of any bonds, obligations or stock or certificates of interest therein, held by the Trustee under this Indenture, or in any manner whatsoever under the trusts hereof.

SECTION 6.—Whenever all the bonds, indebtedness or obligations of any issue constituting a lien or charge upon any property of any of the Mortgagor Companies hereafter acquired, prior to the lien of this Indenture, or a lien or charge upon the property of a subsidiary company, the stock of which may hereafter be deposited with or assigned to the Trustee in accordance with the provisions hereof, shall have been redeemed, paid, purchased or acquired, or adequate provision for the redemption or payment thereof shall have been made in accordance with the provisions in that behalf of any instrument securing the same, the Trustee shall at the request of the proper Mortgagor Company expressed in a resolution of its Board of Directors, unless there shall be a lien upon any property mortgaged or pledged to secure the bonds, indebtedness or obligations of such issue, junior thereto but prior to the lien

hereof, or prior to the securities of the particular subsidiary company deposited hereunder, cancel or permit to be cancelled all of such bonds, indebtedness or obligations deposited with or assigned to it, and take or permit to be taken appropriate steps to cause the mortgage or other instrument securing the same to be cancelled and discharged of record, and the mortgaged premises and property embraced therein to be released from the lien of such mortgage or other instrument, and may for that purpose surrender such cancelled bonds, indebtedness or obligations.

SECTION 7.—The Trustee with the written consent of the Mortgagor Companies may, in respect of any stocks or bonds or other obligations at any time held by it under this Indenture, join in any plan of reorganization of the corporation or corporations issuing the same, and may accept or authorize the acceptance of new securities issued in exchange therefor under such plan, which securities shall be subject to this Indenture, subject, however, at all times to the rights of the trustees under the indentures of May 1st, 1916, and February 1st, 1917 respectively.

SECTION 8. The Mortgagor Companies may apply for and receive grants, franchises and privileges in their own name, or in the name of the subsidiary companies or any thereof, or in the name of companies formed as substitutes therefor, or in the name of any corporation formed or consolidated with, or in connection with, any of said companies, if the shares of stock of the companies so formed, to such extent as they shall be received in exchange for the shares contributed for that purpose by the Mortgagor Companies, shall have become subject to the terms of this Indenture, and such grants, franchises and privileges shall thereafter, if received by any of the Mortgagor Companies in its own name, become part of the property held hereunder. The

Mortgagor Companies shall have power to transfer or cause to be transferred, the property of any or all of said companies, in whole or in part, to any other Mortgagor Company, and shall have power to transfer, or cause to be transferred, the property of any or all of their subsidiary companies in whole or in part to any other subsidiary company or one of the Mortgagor Companies, or to any new company or companies to be formed for the purpose of receiving the same; provided, however, that such other subsidiary or new company or companies shall be free of debt or encumbrance, and that the respective Mortgagor Company shall deposit with the Trustee the shares of stock of said subsidiary or new company or companies in at least the same percentage of ownership; and such stock so delivered to the Trustee shall become subject to the terms of this Indenture, and the same shall become part of the property held hereunder; but this provision is subject to the rights of the trustees under the indentures of May 1st, 1916, and February 1st, 1917 respectively.

SECTION 9. In the event that any of the Mortgagor Companies shall use their voting power to favor, authorize or procure the issue of additional capital stock of any subsidiary company, over and above the amount outstanding at the time of the delivery of this Indenture, such additional amount of capital stock shall (subject to the rights of the trustees under the indentures of May 1st, 1916, and February 1st, 1917 respectively), be transferred, assigned and delivered to the Trustee to be held under the terms of this Indenture, as shall give to the Trustee the same proportion of holdings in the stock as increased, as it had prior to such increase. In the event that any of the Mortgagor Companies shall use their voting power to favor, authorize or procure the reduction from time to time of the capital stock of any of the corporations whose

stock is or may hereafter become pledged hereunder, the distributive dividends payable upon the shares of stock of said corporation to which such company may then be entitled, shall (subject to the rights of the trustees under the indentures of May 1st, 1916, and February 1st, 1917, respectively), be paid to the Trustee to be held under the trusts of this Indenture, and any moneys so received shall be used by the Trustee at the request of the Company, for the redemption of bonds in the manner provided in Section 7 of Article V hereof.

SECTION 10. Anything in this Indenture to the contrary notwithstanding, any company the majority of whose capital stock shall be subject to this Indenture may be merged or be consolidated with or all of its property may be sold or conveyed as an entirety to, any of the Mortgagor Companies or any other company, more than 97% of whose capital stock shall then be subject to the lien hereof (subject to the rights of the trustees under the indentures of May 1st, 1916, and February 1st, 1917, respectively), and upon whose property there shall be no mortgage or other lien other than one to secure bonds all of which shall then be subject to the lien hereof, provided, however, (1) that in case of a merger or consolidation with, or sale or conveyance to, any of the Mortgagor Companies, the property of such company, or the property sold or conveyed, shall become (subject to the rights of the trustees under the indentures of May 1st, 1916, and February 1st, 1917, respectively), subject to the lien of this Indenture, free from any prior lien or charge except a lien or liens to secure bonds then outstanding; and thereupon (except in case only a part of the property of such company be sold or conveyed to any of the Mortgagor Companies) the Trustee, upon the written request of the proper Mortgagor Company, signed by its President or a Vice-President and its Secretary or an Assistant Secretary, may deliver to the proper Mortgagor Company the certificates for all of the shares of

stock of such company held by the Trustee, which certificates shall be properly endorsed by the Trustee or its nominee, and the shares of stock represented by such certificates shall thereby be freed and discharged from the lien of this Indenture, and (2) that in case of a merger or consolidation with, or sale or conveyance to, any company other than one of the Mortgagor Companies, the stock of such consolidated company or of the company into which such company shall have been merged or of such company to which such sale or conveyance shall have been made, shall continue to be held by the Trustee notwithstanding such merger, consolidation, sale or conveyance, provided however, that the Trustee may make any exchange, substitution, cancellation or surrender of securities required for the purposes or in accomplishment of any such merger or consolidation; and the Trustee may require the opinion of any counsel approved by the Trustee (and such counsel may be the counsel of the Company) as to the legal effect of any such merger or consolidation and as to the steps necessary to be taken to consummate the same, and as to any other matter under this section, and such opinion shall be full protection to the Trustee for any action by it taken pursuant thereto, or for any refusal to take any action hereunder.

The stock of any company pledged or assigned hereunder may, for the purpose of carrying out any transaction permitted by the foregoing provisions of this section and as a part of such transaction, be increased or reduced to the extent deemed necessary therefor by the Mortgagor Company owning the same.

### ARTICLE III.

#### PARTICULAR COVENANTS.

The Mortgagor Companies covenant and agree:

SECTION 1.—That they will not issue, negotiate, sell or otherwise dispose of the bonds to be issued here-

under, in any manner otherwise than as is in this instrument and its covenants and agreements in that behalf contained.

SECTION 2.—That they are, respectively, lawfully seized and possessed of the trust property, free of encumbrance other than the First Mortgage and Collateral Trust Sinking Fund Six Per Cent. Gold Bonds of the Company, dated May 1st, 1916, the First Mortgage and Collateral Trust Ten Year Sinking Fund Six Per Cent. Gold Bonds, dated February 1st, 1917, the tank car equipment trust notes of Empire Refining Company and Empire Gasoline Company and the pledges of stocks of crude oil and refined petroleum products of Empire Petroleum Company, now or hereafter created, above mentioned, and that they have, respectively, good right and lawful authority to convey the said property, and that the Mortgagor Companies will jointly and severally warrant and defend the said property to the Trustee, its successors and assigns, for the benefit of the holders for the time being of the bonds, against all claims and demands of any persons whomsoever.

SECTION 3. That the stocks of subsidiary companies pledged as collateral security hereunder are free and clear of encumbrances, other than the indentures of May 1st, 1916, and February 1st, 1917, respectively, above mentioned, and the properties owned by said subsidiaries are free and clear of encumbrances, and that no additional stock of any subsidiary company (including treasury stock) shall be issued except upon the condition that there shall (subject to the rights of the trustees under the indentures of May 1st, 1916, and February 1st, 1917, respectively), be deposited with the Trustee such part thereof as will give to the Trustee the same proportion in the outstanding stock of such subsidiary company as the respective Mortgagor Company shall have owned and as shall be pledged hereunder immediately prior to such increase.

- **SECTION 4.**—That (subject to the provisions of Section 17 of this Article) no mortgage or other lien shall be created upon any of the property of any subsidiary company unless the entire amount of evidences of indebtedness secured by any such mortgage or other lien shall (subject to the rights of the trustees under the indentures of May 1st, 1916 and February 1st, 1917, respectively), forthwith be pledged as additional security hereunder; but this provision shall not prevent any subsidiary company from incurring obligations not secured by lien.

**SECTION 5.** That no sale, exchange, release or surrender of any of the properties of any of the subsidiary companies whose stocks are pledged hereunder shall be made by any subsidiary company, except upon the same terms and conditions as to the value of property disposed of and the amount, cost and value of money or property acquired (subject to the rights of the trustees under the indenture of May 1st, 1916 and February 1st, 1917, respectively), including the deposit with the Trustee of similar statements and certificates with regard thereto, as are applicable in case of the release of any part of the property mortgaged by this Indenture as set forth in Article IX hereof, but the Trustee shall have no obligation to inquire or otherwise to inform itself as to compliance by the subsidiary companies or any of them with the provisions of this section.

**SECTION 6.** That the Mortgagor Companies will promptly pay, and will cause the subsidiary companies to promptly pay, as they severally mature, all rentals, and other charges payable by the terms of the several leases, contracts and agreements concerning the continued use of any property, now or hereafter subject to the lien of this Indenture, or owned by subsidiary companies, and will pay or cause every subsidiary company to pay all sums of money and do and perform all acts which may be required, in order to

keep and maintain said leases, contracts and agreements in full force and effect, and to preserve unimpaired the estates and rights conferred thereby. Nothing herein contained, however, shall prevent any of the Mortgagor Companies or the subsidiary companies from taking any action permitted under the provisions of Article IX hereof.

**SECTION 7.** That this Indenture shall be a security for the whole or any part of the one hundred and fifty million dollars (\$150,000,000) of said bonds (both principal and interest), which may be issued hereunder, and at any time outstanding while this Indenture remains in force, and in case the full amount of such bonds shall not be issued and outstanding, this Indenture shall be a security for such portions of said bonds as shall be issued and outstanding hereunder, and all bonds so issued and negotiated shall be equally secured by this Indenture without regard to the time when such bonds may be issued.

**SECTION 8.**—That they will pay to the lawful holders of the bonds and coupons hereby secured, the interest and principal therein agreed to be paid, at the time and upon the terms and conditions therein mentioned, upon the surrender at the office or agency of the Company for the time being in the Borough of Manhattan, City of New York, of said bonds and the interest coupons thereto attached, as the same shall severally become due, and will pay said interest and principal without deduction for any tax, assessment or other governmental charge (other than succession or inheritance taxes) which the Company may be required to pay thereon or retain therefrom under any present or future law of the United States of America, or of any state, county or municipal or other taxing authority therein (including any normal federal income tax of not exceeding two per cent. (2%) in any one year which it may lawfully deduct at the source).

**SECTION 9.** That when and as the interest coupons attached to the bonds secured hereby shall mature and be paid by the Company, or by any person or persons, or corporation for it, or on its behalf, they shall be cancelled; it being understood, however, that after default in the payment of any coupons or interest upon any of the aforesaid bonds, such coupons shall not be permitted to participate in the security created by or to come within the trusts of this Indenture, unless accompanied by the bond to which the same were originally attached, unless and until payment in full of all bonds and coupons attached to said bonds; that the interest so in default upon any of the said bonds shall not be assignable separately from the bond itself, and that no purchase or sale of such coupons or claims for interest by, to, or for the Company shall operate as keeping the said coupons, or any of them, alive or in force as a lien upon the property hereby conveyed or intended so to be.

**SECTION 10.** That any notice, demand, or other writing required to be given, made or delivered to any of the Mortgagor Companies under any provision of this Indenture, shall be sufficiently given if mailed, postage prepaid, directed to the respective Company at No. 60 Wall Street, New York City, New York, unless another address in New York City shall be filed with the Trustee.

**SECTION 11.** That the Mortgagor Companies and each of their subsidiary companies will diligently preserve all the rights now or hereafter owned or acquired by them, respectively, and that they will, at all times, maintain their plant, works, machinery, apparatus, and equipment, and every part thereof, and the appurtenances thereto, in thorough repair, working order and condition, and will from time to time, make all needful and proper repairs and replacements, so that the operations and business of the Mortgagor Companies and

of their subsidiary companies, and every part thereof, shall at all times be carried on with all reasonable efficiency and economy, and with safety and dispatch; that they will diligently preserve all the franchises, rights and privileges to them granted and conferred by law, or by them held, and will not suffer or permit any of their rights, franchises, or privileges to lapse or be forfeited, so long as the same shall be necessary or convenient in carrying on their business, and will use reasonable efforts to obtain from time to time all necessary renewals and extensions of such rights, franchises and privileges, and will, so long as any of the bonds hereby secured shall be outstanding, diligently comply with all valid requirements of the laws of every state in which it or any of them may be doing business; that the Mortgagor Companies will duly record and file and refile these presents as shall be required by law, in order to preserve the lien of the same as a mortgage both of real and personal property and of all the trust property hereby conveyed and pledged or intended so to be, in every county of every state in which any part of the mortgaged property is now or may hereafter be situated, and will furnish satisfactory evidence of such recording and filing to the Trustee, and will furnish similar evidence of recording and filing of every additional instrument which shall be necessary to preserve the lien of this Indenture upon all such property, until the principal and interest of the bonds hereby secured shall have been paid; that the Mortgagor Companies will pay to the Trustee all expenses incurred by it in the execution of the trusts hereof, and all sums of money, if any, that shall have been paid by the Trustee, or by any persons interested in the trusts hereof, on account of any taxes, charges, assessments or liens, or insurance money, in case of any default in respect thereof on the part of the Mortgagor Companies as aforesaid, with interest at the rate of

six per cent. (6%) per annum from the time or times of such payments respectively; that they will pay and discharge or cause to be paid and discharged all liens, taxes, assessments and governmental charges lawfully imposed upon the Mortgagor Companies and the subsidiary companies, or upon their income, indebtedness, property or business, or upon the property subject to this Indenture, or upon the estate or interest of the Trustee therein and will at all times do all things requisite or proper to be done in order to preserve or make effectual the lien and security hereby created or intended so to be; provided, however, that the Mortgagor Companies or the subsidiary companies shall not be required to pay any such taxes, assessments or governmental charges as long as they shall in good faith and by appropriate legal proceedings contest the validity thereof, unless thereby, in the opinion of the Trustee, the said property or some part thereof will be lost, forfeited or materially endangered.

**SECTION 12.** That the Company will at all times, until the payment in full of said bonds, principal and interest, maintain a financial agency in the Borough of Manhattan, City of New York, for the payment thereof, at which all notices and demands in respect to said bonds and coupons, or under this Indenture, may be served; and in default of such financial agency, any demand may be made and any notice may be served at the office of the Trustee in the City of New York.

**SECTION 13.** That the Company will at all times hereafter, so long as any of the said bonds shall remain outstanding, keep at its financial agency in the City of New York, transfer books in which the owner or owners of any of said Coupon Bonds, upon presentation by the holder thereof for such purpose, may ob-

tain the registration of the same as to principal, such registry being noted on the bond by the registrar, after which no transfer shall be valid unless made in the said books by the registered owner or his attorney, and similarly noted on the bond, but the same may be discharged from registry by being in like manner transferred to bearer, after which it shall be transferable by delivery, but it shall be subject to successive registrations and transfers to bearer as before, and such registrations shall not affect the negotiability by delivery merely of the interest coupons belonging to any such bond; and in which the registered owners of fully registered bonds (i. e., registered as to both principal and interest), may effect transfer of said bonds, but only in said books personally or by attorney duly authorized.

SECTION 14. That the Mortgagor Companies will keep all the property which is at any time covered by this Indenture which is not fireproof, and which is of character usually insured by companies similarly situated, insured against loss or damage by fire to a reasonable amount, by reputable insurance companies, the loss to be payable to the Trustee hereunder as its interest may appear, and will cause policies for such insurance or lists thereof specifying such details as the Trustee may require, to be delivered to the Trustee as often as it may request. Should the Mortgagor Companies fail to effect or cause to be effected such insurance or should the insurance effected at any time be deemed by the Trustee to be inadequate the Trustee may, but shall not be required to, insure such property in like manner, and may, if deemed by it necessary, effect additional insurance. Any premium paid by the Trustee, together with interest thereon from the day of payment, shall (subject to the indentures of May 1st, 1916 and February 1st, 1917, respectively), become a first lien upon the property hereby mortgaged and pledged superior to the lien of the princi-

pal and interest of the bonds hereby secured, and shall be protected as such by this Indenture. The proceeds of any insurance on any part of the mortgaged premises which may be received by the Trustee shall be deposited with the Trustee as Trustee, and shall be paid to the proper Mortgagor Company and shall be applied by it for the purpose of paying or reimbursing it for the cost of rebuilding repairing, replacing, acquiring or building substitutes for the property injured or destroyed, or the proper Mortgagor Company may, if it shall so elect, apply such proceeds in the same manner in all respects as is provided herein in reference to the proceeds of released property. The Trustee shall pay over such proceeds to the proper Mortgagor Company, upon the receipt of the certificate of a majority of the Directors of said Company then in office, including the President or a Vice-President, stating the cost and reasonable value of such repairs, replacements and acquisition, and that the same have been actually made or acquired and become subject to the lien of this Indenture as a first lien thereon, which certificate shall be accompanied by such further statements and certificates with regard to value and title, so far as applicable as are provided by the terms of Article IX hereof in the case of the investment of the proceeds of properties released from the lien of this mortgage. Any such money not so applied within two (2) years after receipt thereof by the Trustee, or which the proper Mortgagor Company shall notify the Trustee is not to be so applied, shall be applied by the Trustee to the redemption of bonds in the manner provided in Section 7 of Article V hereof.

The Mortgagor Companies will cause each of their subsidiary companies to cause their like property to be insured against loss or damage by fire to a reasonable amount, and, as often as the Trustee may request, will file with it a list or lists thereof speci-

fying such details as the Trustee may require, and in the event of loss will cause said subsidiary companies to cause the property damaged or destroyed to be repaired or replaced, and in the event that the same shall for any cause not be replaced within the period of two years from the receipt of any such insurance moneys, then the proper Mortgagor Company will cause the subsidiary company to reduce its capital stock by an amount equal to the insurance moneys so received and not so expended, which shall be paid pro-rata to the Trustee (in proportion to the stock of said subsidiary then held hereunder) as a reduction in the capital stock of said subsidiary company.

SECTION 15. That the Mortgagor Companies, will upon reasonable request, make, do, execute, acknowledge and deliver, any further acts, deeds, conveyances, and assurances, which may be necessary or proper for the better assuring unto the said Trustee, or for more specifically describing, the said premises, and all the property, real and personal and the appurtenances, and the franchises, rights, powers, privileges, immunities, interests and effects hereby mortgaged or pledged, or intended so to be, whether now owned or possessed, or hereafter to be acquired by the Mortgagor Companies, or for carrying out the purposes and objects of this Indenture.

SECTION 16. That neither the Mortgagor Companies nor any subsidiary company will at any time declare any dividends upon capital stock except out of net earnings or surplus.

SECTION 17. Empire Petroleum Company has heretofore created liens upon its stocks of crude oil and/or refined petroleum products in storage, which secure certain of its outstanding notes or acceptances, as hereinabove mentioned. Anything in this Indenture to the contrary notwithstanding, it is hereby expressly understood that Empire Petroleum Company may continue to pledge

either its present stocks of crude oil and/or refined petroleum products in storage or stocks of the same which may hereafter be acquired by it, either as security for the present outstanding notes or acceptances or for notes or acceptances given in renewal or renewals thereof, or as security for any new or additional notes or acceptances which Empire Petroleum Company may hereafter issue, and that this Indenture is without prejudice to the right of Empire Petroleum Company to finance and carry its stocks of crude oil and/or refined petroleum products in storage by pledging the same as security for its notes and acceptances.

## ARTICLE IV.

### REDEMPTION OF BONDS PRIOR TO MATURITY.

It is hereby expressly agreed by and between the parties hereto, and all future holders or owners of any bonds issued hereunder, that the Company reserves to itself and to the Trustee the right and privilege, at its option, to redeem and retire any or all of the bonds on any first day of January or July hereafter, by the payment of the principal and unpaid accrued interest thereon, together with a premium on said principal as follows: If purchased or redeemed on or before July 1st, 1936, three per centum (3%); and if purchased or redeemed thereafter, three per centum (3%), less one-half of one per centum ( $\frac{1}{2}$  of 1%) for each six (6) months elapsed after July 1st, 1936.

In case the Company shall at any time, and from time to time, elect to redeem any or all of said bonds then outstanding, it may publish a notice of its desire to redeem the same, stating the amount of funds available for such purpose and inviting sealed proposals to be made to the Trustee for such sale, and specifying the last date on which such proposals will be received and stating that proposals made shall be for all or any part

of the bonds offered. Such notice shall be published once in each week for not less than two successive calendar weeks beginning not more than ninety-five (95) and ending not less than seventy-five (75) days prior to the next succeeding date for the redemption and payment of bonds to be retired, in a newspaper of general circulation published in the City of New York, New York, proofs of which publication shall be filed by the Company with the Trustee. From the bonds offered in response to such notice, the Trustee shall accept such bonds as are offered at the lowest prices not exceeding the redemption price at that time in effect, to an amount not exceeding in the aggregate the funds available for that purpose. In the event that bonds sufficient to exhaust the applicable funds shall not be offered seventy (70) days prior to said next succeeding date for redemption, at prices not exceeding the respective redemption price above fixed, or if the Company determines not to call for bids as aforesaid, then the Company shall publish notice of its intention to redeem said bonds (if less than all, then the distinctive numbers of the bonds shall be drawn by the Trustee by lot, and the numbers thereof shall be published), and the date of such redemption, in a newspaper of general circulation published in the City of New York, New York, once in each week for four successive calendar weeks, commencing not less than sixty (60) days prior to the date fixed by it for such redemption. Similar notice of redemption shall be mailed to any holders of bonds registered fully or as to principal only. Proofs of such notice and publication shall be filed by the Company with the Trustee. Upon publication by the Company of such notice of redemption, there shall become due and payable at the office of the Trustee in the City of New York, for the time being, upon the bonds to be redeemed pursuant to such notice, the principal thereof, together with the interest accrued and unpaid to the date so fixed for the payment or purchase thereof, together

with the premium as hereinbefore stated, and upon the payment of the amount so due upon said bonds to be redeemed, or in case such bonds shall not be presented for payment on such date, then upon the deposit with the Trustee of the sum required to pay such amount as aforesaid, in special trust therefor, all interest shall cease to accrue or be payable on the bonds so called for redemption, and the coupons representing after interest on such bonds so called for redemption, shall be null and void, and no holder thereof shall be entitled to any further payment of interest, anything in said bonds or coupons to the contrary notwithstanding, and in lieu and in full substitution therefor, the holder shall receive the principal thereof, together with the premium as hereinbefore mentioned, and the interest to the date fixed for such redemption. Upon receipt of any such bonds so redeemed, the same shall forthwith be cancelled by the Trustee and surrendered to the Company.

## ARTICLE V.

### SINKING FUND.

**SECTION 1.** The Mortgagor Companies covenant and agree to create and maintain a Sinking Fund, into which will be paid the cash and/or bonds hereinafter specified, and/or in compliance with which the Company will make the expenditures hereinafter recited.

**SECTION 2.** Amortization Account.—In all events, the Mortgagor Companies covenant and agree to deposit, on the dates hereinafter mentioned, either

- (a) Such principal amount of previously authenticated bonds of this issue (whether or not the same have ever been actually issued or sold by the Company) as will make the total amount of bonds deposited in the Sinking Fund provided for in this Article equal to the amounts set opposite the following respective dates:

Jan. 1, 1920	\$ 1,990,000.00
July 1, 1920	4,039,000.00
Jan. 1, 1921	6,149,000.00
July 1, 1921	8,323,000.00
Jan. 1, 1922	10,562,000.00
July 1, 1922	12,868,000.00
Jan. 1, 1923	15,244,000.00
July 1, 1923	17,691,000.00
Jan. 1, 1924	20,211,000.00
July 1, 1924	22,806,000.00
Jan. 1, 1925	25,480,000.00
July 1, 1925	28,234,000.00
Jan. 1, 1926	31,070,000.00
July 1, 1926	33,991,000.00
Jan. 1, 1927	37,000,000.00
July 1, 1927	40,100,000.00
Jan. 1, 1928	43,292,000.00
July 1, 1928	46,580,000.00
Jan. 1, 1929	49,967,000.00
July 1, 1929	53,455,000.00
Jan. 1, 1930	57,048,000.00
July 1, 1930	60,749,000.00
Jan. 1, 1931	64,561,000.00
July 1, 1931	68,487,000.00
Jan. 1, 1932	72,531,000.00
July 1, 1932	76,696,000.00
Jan. 1, 1933	80,986,000.00
July 1, 1933	85,405,000.00
Jan. 1, 1934	89,957,000.00
July 1, 1934	94,645,000.00
Jan. 1, 1935	99,474,000.00
July 1, 1935	104,447,000.00
Jan. 1, 1936	109,570,000.00
July 1, 1936	114,846,000.00
Jan. 1, 1937	120,281,000.00
July 1, 1937	125,879,000.00
Jan. 1, 1938	131,645,000.00

July 1, 1938	137,583,000.00
Jan. 1, 1939	143,700,000.00
July 1, 1939	150,000,000.00

or

(b) An amount of cash sufficient to redeem such amount of bonds at a price not to exceed the redemption prices then in effect.

Provided, however, that the Mortgagor Companies shall not be obligated to deposit or pay any amount of bonds or cash pursuant to the provisions of this Section 2, if the aggregate amount of bonds deposited, or acquired at the concurrent Sinking Fund date under Section 3 of this Article, shall equal or exceed the principal amount of bonds to be deposited in the Sinking Fund on said date.

SECTION 3. Depletion Account.—The Mortgagor Companies covenant and agree that they will pay into said Sinking Fund, on or before the first days of January and July in each year, the following:

Fifty per cent. (50%) of the gross receipts from the sale of crude oil produced by the Mortgagor Companies and their subsidiaries since July 1st, 1919, to the first day of March or September immediately preceding said Sinking Fund date, or an amount of cash equal thereto,

less (a) all amounts theretofore paid into said Sinking Fund under this Section 3, (and/or the amount of bonds deposited or expenditures made in lieu thereof as hereinafter provided) and (b) the principal amount of the bonds theretofore deposited in, or retired through the cash paid into, the Sinking Fund under the provisions of Section 2 of this Article, together with the principal amount of the bonds to be deposited in, or to be retired

through the cash paid into, the Sinking Fund under the provisions of Section 2 of this Article, at the concurrent Sinking Fund date; provided, however, that in lieu of and in substitution for and in full satisfaction of the cash required to be paid as hereinabove in this Section provided, the Mortgagor Companies may deposit into the Sinking Fund bonds secured hereby, (whether or not the same have ever been actually issued or sold by the Company) equal in principal amount to the cash so required to be paid, or may expend in extensions, improvements, developments, additions or betterments, in or to the plants or properties of the Mortgagor Companies, and in or to the plants or properties of their subsidiary companies, or in the purchase of stocks, bonds or other obligations of any corporation, which at the time of acquisition shall not be one of the Mortgagor Companies or a subsidiary thereunder, or in other expenditures for capital account, an amount equal to one and one-half (1½) times the amount of cash so required to be paid. Provided, further, that any Sinking Fund requirement can be satisfied partly by the payment of cash, partly by the deposit of bonds, and/or partly by expenditures.

In calculating the gross receipts from the sale of crude oil produced by the Mortgagor Companies and their subsidiaries, there shall be included only sales of such crude oil to others than the Mortgagor Companies or their subsidiaries and also only intercompany sales of crude oil to be refined (which latter sales will be made at fair and reasonable prices) but shall not include duplications of the sales of the same crude oil by inter-company transactions.

SECTION 4. All bonds so deposited in or acquired by the Sinking Fund as provided in this Article, shall not be cancelled, but shall be kept alive; however, as long as there shall be no default under this Indenture, the Trustee shall cut off and cancel the interest coupons attached to said bonds as the same mature, and return

the same to the Company, and shall execute and deliver to the Company suitable assignments of interest in respect of any of said bonds which are registered bonds, and if any cash representing interest on said bonds is paid to the Trustee, the same shall be forthwith paid by the Trustee to the Company.

**SECTION 5.** Anything in this Article to the contrary notwithstanding, if any semi-annual Sinking Fund requirement shall be satisfied by the deposit of bonds or by the payment of cash, with which bonds are acquired for the account of the Sinking Fund as hereinabove in this Article provided, the Company may thereafter at any time upon written request therefor to the Trustee, signed by a President or a Vice-President, and the Secretary or an Assistant Secretary of the Company, withdraw any or all of said bonds from said Sinking Fund, and may re-issue and sell the same, provided that the amount of expenditures, hereinabove defined, since July 1st, 1919, to the time such request is made, which have not theretofore been taken into account in satisfying the provisions of said Sinking Fund, is sufficient to satisfy the same to the extent to which the bonds, then requested to be withdrawn, had been originally deposited or acquired, provided, however, that bonds shall not be withdrawn to a greater extent than would leave remaining in said Sinking Fund after such withdrawal a principal amount of bonds less than that required to be in the Sinking Fund by Section 2 hereof on the dates specified in said Section 2.

The Trustee, in permitting said bonds to be withdrawn, shall be justified and protected in relying upon a certified statement of the Treasurer or an Assistant Treasurer of the Company as to the amount of said expenditures.

**SECTION 6.** On or before October 1st, 1919, and on or before the 1st days of April and October in each year thereafter, except April, 1939, the Company will deliver a statement showing said gross receipts from the sale of crude oil produced by each and all of the Mort-

gagor Companies, since July 1st, 1919, to a date one (1) calendar month prior to said 1st days of April and October, and the amounts expended by each and all of the Mortgagor Companies, since July 1st, 1919, to one (1) calendar month prior to said 1st days of April and October, in extensions, improvements, developments, additions or betterments in or to the plants or properties of the Mortgagor Companies, and in or to the plants or properties of their subsidiary companies, or in the purchase of stocks, bonds or other obligations of any corporation which, at the time of the acquisition, shall not be one of the Mortgagor Companies or a subsidiary of one of the Mortgagor Companies, or in other expenditures for capital account, and the Trustee shall be fully justified and protected in relying upon facts contained in such statement, so filed on behalf of the Company, if such statement shall be certified by the Treasurer or an Assistant Treasurer of the Company.

**SECTION 7.** On or before the 1st days of April and October in each year, the Company shall notify the Trustee in writing, signed by its President or a Vice-President and its Secretary or an Assistant Secretary, of the intention of the Mortgagor Companies to satisfy the provisions of this Article by the payment of cash or the deposit of bonds or the application of expenditures; and if it is their intention so expressed to satisfy the provisions of this Article by the payment of cash, it shall be the duty of the Trustee, on or before the 1st day of January and the 1st day of July in each year, to apply whatever amounts of cash are paid into the Sinking Fund, to the purchase of outstanding bonds hereby secured, of an aggregate principal amount sufficient to exhaust the cash paid or to be paid into the Sinking Fund on such date, at prices not to exceed the redemption price then in effect at such date. Prior to such purchase, the Company shall give notice to all bondholders, in the manner and at the times described in Article IV hereof, of the intention of

the Trustee to so apply said cash, and inviting sealed proposals to be made to the Trustee for the sale of bonds to the Sinking Fund at prices not to exceed the redemption price at that time in effect, proofs of which notice and publication shall be filed by the Company with the Trustee. From the bonds offered in response to such notice, the Trustee shall accept such bonds as are offered at the lowest prices, not exceeding the redemption price, to an amount not exceeding in the aggregate the bonds to be purchased for the Sinking Fund. If, seventy (70) days before the time fixed for redemption, there shall not have been offered in response to such notice, and on the terms above set forth, sufficient bonds to exhaust the moneys paid or to be paid into the Sinking Fund, bonds sufficient to exhaust said amount shall be drawn by the Trustee by lot, in such manner as it shall determine, and the Company shall forthwith give notice, in the manner and at the times described in Article IV hereof, notifying the holders of said bonds that the same are to be purchased for the Sinking Fund, and that payment therefor will be made upon presentation at the office of the Trustee, on the date fixed for such purchase, and that after that date interest on said bonds not so presented shall cease. Proofs of such notice and publication shall be filed by the Company with the Trustee. Upon such notice, the bonds so called for purchase shall become deliverable at the office of the Trustee on the day designated, and after such date the said bonds, if not so presented at the office of the Trustee, shall, provided sufficient funds for the purchase thereof have been deposited with the Trustee as aforesaid, cease to bear interest.

The Trustee shall in like manner, apply any funds which may be in its custody, the disposition of which may not be specifically provided for in this Indenture.

## ARTICLE VI.

CONDITIONS OF MORTGAGE; IMMUNITY OF STOCKHOLDERS  
AND DIRECTORS.

**SECTION 1.** This Indenture is upon the express condition that if the Mortgagor Companies, their successors or assigns, shall and do well and truly pay or cause to be paid to the person or persons, co-partnerships, firms and bodies corporate or politic, who or which shall become holders of the bonds and coupons intended to be secured hereby, the several and respective sums expressed therein, at the times hereinbefore mentioned for payment thereof, together with all interest accrued thereon, according to the provisions of the said obligation or bonds, or in accordance with the provisions hereof, and the Mortgagor Companies shall well and truly keep and perform all the stipulations, covenants, agreements and things herein required to be kept and performed by them, according to the true intent and meaning of these presents, without any fraud or delay, then and from thenceforth, as well this Indenture and the estates and property hereby conveyed, or hereby agreed so to be, as said recited obligations or bonds, shall become void and of no effect, anything hereinbefore contained to the contrary notwithstanding and satisfaction shall, at the request and expense of the Mortgagor Companies, be forthwith duly executed by the Trustee, and may thereupon be entered by the Mortgagor Companies upon the proper records; otherwise the same shall be and remain in full force and virtue.

**SECTION 2.** It shall be deemed within the meaning of this Indenture full payment and retirement of any bond not presented at maturity for payment at the place of payment designated therein, if the amount necessary to discharge the principal thereof and all interest then accrued and unpaid thereon, shall be deposited with

the Trustee upon the next succeeding business day after such maturity, leaving the Trustee to make actual payment of such amount to the holder or registered owner of such bond; and in case notice of redemption shall have been given as provided herein or in said bonds, it shall be deemed within the meaning of this instrument full payment of any of said bonds not presented for payment pursuant to such notice, if on the date fixed for the redemption thereof as specified in such notice, the amount necessary to effect the payment of the principal, interest and premium, if any, of such bonds shall be deposited with the Trustee, leaving the Trustee to make actual payment of such amount to the holders or registered owners thereof. Any money so deposited with the Trustee in respect of any of the said bonds or coupons shall thereafter, upon the presentation and surrender of such bonds or coupons to the Trustee, be paid over by the Trustee to the holders or registered owners thereof; and upon such payment to the Trustee of an amount sufficient to discharge the principal and all accrued and unpaid interest on all of said bonds outstanding, or in case notice of redemption shall have been given as provided in said Indenture, of an amount sufficient to discharge the principal and the accrued and unpaid interest on said bonds, together with the premium as hereinbefore specified, it shall be the duty of the Trustee to execute at the cost and expense of the Mortgagor Companies, and upon full payment of all charges and disbursements of the Trustee hereunder, satisfaction in full of this Indenture, with like effect as though payment of said bonds had been made to the holders or registered owners thereof; or in such case the Mortgagor Companies may require the Trustee to execute satisfaction of this Indenture to the extent of the amount of bonds at that time paid, surrendered and cancelled.

SECTION 3. Each of the bonds hereby secured is issued upon the express condition to which each successive holder expressly assents by receiving the same and which condition is a partial consideration for the execution of this Indenture by said Mortgagor Companies, that neither any stockholder, officer, or director nor any person who shall have been or shall at any time become a stockholder, officer or director of any of the Mortgagor Companies, shall under any circumstances or condition be held personally liable to pay any part of the principal or interest of said bonds, by virtue of any law now in force or hereafter enacted, or shall be personally liable on account of this Indenture, or for the said bonds or coupons, or for the principal or interest thereof, or any judgment thereon, and each holder of any such bond or bonds, by receiving the same, expressly waives any and all personal liability of every name and nature and any and all rights and claims against every stockholder, officer, or director, whether arising at common law or in equity, or created by statute or constitution; it being expressly agreed and understood that this Indenture and the obligations hereby secured are solely corporate obligations.

## ARTICLE VII.

### POSSESSION OF THE MORTGAGOR COMPANIES.

Until default shall have been made by the Mortgagor Companies in the performance of any of the covenants and agreements of this Indenture, or of the bonds secured hereby, and until any such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, the Mortgagor Companies shall be suffered and permitted to possess, manage, operate and enjoy the said hereinbefore described premises, property and franchises, and every part thereof, and the appurtenances thereunto belonging, and to take and use the earnings, tolls, incomes, rents,

issues and profits thereof, in the same manner and with the same effect as if this Indenture had not been made; PROVIDED, that the Mortgagor Companies may waive any right herein granted to continue in possession of said mortgaged and pledged premises after default, and may in their discretion, with the written consent of the Trustee first had and obtained, forthwith upon any such default surrender to the Trustee the actual possession of said premises, and authorize said Trustee to enter into and take possession of all and singular the said property and premises as though any such period of grace in respect of any particular default had fully expired.

## ARTICLE VIII.

### REMEDIES.

SECTION 1. In order to prevent any accumulation of coupons after their maturity, the Company covenant and agree that it will not, directly or indirectly, extend or consent to the extension of the time for payment of any coupons of any of the bonds secured hereby, by the purchase or funding of such coupons or by any other arrangement. In case the time for payment of any such coupons shall be so extended—whether or not such extension be with or by the consent of the Company—such coupons shall not be entitled, in case of any default hereunder, to the benefit or security of this Indenture, except subject to the prior payment in full of the par value of the bonds issued hereunder then outstanding, and of all matured coupons on such bonds the payment of which has not been so extended. Any coupon not accompanying the bond to which it was originally attached may be presumed to have been so extended unless and until the contrary is affirmatively shown.

SECTION 2. In case (a) default shall be made in the payment of the interest on the said bonds or any of them as and when the same shall become due, and such default shall continue for a period of ninety days, or in case (b) default shall be made in the payment of the sums, or any of them, herein provided to be made for the purposes of the Sinking Fund, as and when the same shall become due, and such default shall continue for a period of ninety days, or in case (c) default shall be made in the performance of any other of the covenants, promises or agreements on the part of any of the Mortgagor Companies herein contained to be kept and performed, and such default shall continue for a period of one hundred and twenty days after written demand for the performance thereof from the Trustee, or from the holders of twenty-five per cent. (25%) in amount of the bonds then outstanding, or in case (d) any of the subsidiary companies shall do or permit any of the acts or things which the Mortgagor Companies have covenanted herein shall not be done or permitted by them, and such default shall continue for a period of one hundred and twenty days after written demand upon the parent Mortgagor Company for the performance thereof from the Trustee, or from the holders of twenty-five per cent. (25%) in amount of the bonds then outstanding, or in case (e) the Company shall be adjudicated a bankrupt, or in case (f) default shall be made in the payment of the principal of said bonds or any of them when the same shall become due and payable either at maturity or upon call for redemption or by declaration, then, and in every such case, the Trustee may, and, upon being requested in writing by the holders of a majority in amount of the said bonds then outstanding, and upon being indemnified to its satisfaction against costs and expenses which may be incurred by acting in pursuance of such request, shall, by its attorneys or agents, enter into and upon all and singular the premises conveyed or intended so to be, and each and every part thereof,

subject to the lien of this Indenture, and operate and conduct the business of the Mortgagor Companies and exercise the franchises pertaining thereto, and from time to time make all repairs and replacements and such useful alterations, additions and improvements thereto as may seem to it to be judicious, and collect and receive all rents, income and revenue of the same, and every part thereof, and, after deducting therefrom all proper outlays and expenses and all payments that may be made for taxes, assessments, charges or liens, superior to the lien of this Indenture, upon said premises, or any part thereof, as well as just compensation for its own services and for the services of such attorneys, agents and assistants as it may employ in the exercise of its discretion for any of the purposes aforesaid, the Trustee shall apply the rest and residue of the moneys received by it as follows:

- (a) In case the principal of the bonds hereby secured shall not have become due, to the payment of the interest coupons in default in the order of the maturity of the installments of such interest (subject to the provisions of Section 1 of this Article) with interest thereon at the rate of six per cent. per annum, such payment to be made ratably to the persons entitled thereto, without discrimination or preference, and then to the payment of whatever amount is due to the Sinking Fund.
- (b) In case the principal of the bonds hereby secured shall have become due, by declaration or otherwise, to the payment (subject to the provisions of Section 1 of this Article), of the principal of all bonds hereby secured and of the unpaid interest coupons thereon, with interest on overdue coupons at the rate of six per cent. per annum; in every instance such payments to be made ratably to the persons entitled to such payments without discrimination or preference.
- (c) In case all of the said payments in respect to interest and Sinking Fund shall have been made in full, and the

principal of the bonds shall not have become due and payable by declaration or otherwise, and no suit to foreclose this Indenture shall have been begun or sale made as hereinafter provided, the Trustee, after making such provision as to it may seem advisable for the payment of the next Sinking Fund payment and the next semi-annual installment of interest to fall due, may restore the possession of the premises hereby conveyed to the Mortgagor Companies, their successors and assigns, provided that, if any of the defaults hereinbefore specified be subsequently made, such restoration shall not, nor shall any previous entry be construed to, exhaust or in any manner impair the power of entry, or any power hereby granted to or conferred upon the Trustee.

SECTION 3. In the event of any of the following contingencies, hereinafter called "events of default," viz.: in case (a) default shall be made in the payment of the interest on the bonds hereby secured or any of them as and when the same shall become due, and such default shall continue for the period of ninety days, or in case (b) default shall be made in the payment of the sums or any of them herein provided to be made for the purposes of the Sinking Fund as and when the same shall become due, and such default shall continue for a period of ninety days, or in case (c) default shall be made in any other of the covenants, promises or agreements on the part of the Mortgagor Companies herein contained to be kept and performed, and any such default or defaults shall continue for a period of one hundred and twenty days after written demand for the performance thereof from the Trustee or from the holders of twenty-five per cent. (25%) in amount of the bonds then outstanding, or in case (d) any of the subsidiary companies shall do or permit any of the acts or things which the Mortgagor Companies have covenanted herein shall not be done or permitted by them or any of them, and such default shall continue for a period of one hundred and twenty days af-

ter written demand upon the parent Mortgagor Company for the performance thereof from the Trustee, or from the holders of twenty-five per cent. (25%) in amount of the bonds then outstanding, or in case (e) the Company shall be adjudicated a bankrupt, then and in any such case the Trustee may, and upon the request in writing of the holders of twenty-five per cent. (25%) in amount of the bonds at the time outstanding, shall, by written notice to the Mortgagor Companies, declare the principal of the said bonds together with all accrued and unpaid interest thereon, due and payable, and the same shall thereupon become immediately due and payable.

This provision, however, is subject to the condition that if at any time after the principal of the bonds shall have been so declared due and payable, and before any sale of the premises and property hereby conveyed or assigned shall have been made pursuant to any provisions of this Indenture, all interest in arrears upon such bonds, with interest on overdue installments of interest, together with the reasonable charges and expenses of the Trustee, its agents and attorneys, shall either be paid by the Mortgagor Companies or collected out of such premises and property, then and in every such case the holders of a majority in amount of the bonds, by written notice to the Company and to the Trustee, may waive such default and rescind and annul such declaration and its consequences, and in that event such premises and property, if in the hands of the Trustee or of a Receiver appointed hereunder, shall be returned to the Mortgagor Companies; but no such waiver of any particular default shall extend to or affect any other default or impair any right consequent thereon.

**SECTION 4.** In case default shall be made in the payment of the principal of said bonds when the same shall become due and payable, either at the date of maturity therein named or by declaration by reason of the happening of any of the events of default, as aforesaid, the Trustee

may, and upon being requested in writing by the holders of twenty-five per cent. (25%) in amount of said bonds then outstanding and upon being indemnified to its satisfaction against costs and expenses which may be incurred by acting in pursuance of such request, shall, either after entry as hereinbefore provided or without such entry, proceed to sell and dispose of all and singular the property and franchises hereby conveyed or intended so to be or such portion thereof as the Trustee may deem necessary, or as may be specified in such request, at public auction in the City of New York or elsewhere as it may deem best, or as required by law, upon such terms as to credit, partial credits and security for payment as it may think proper or expedient, having first given public notice of the time and place of such sale by advertisement published at least once a week for four successive weeks in one or more newspapers in general circulation in the City of New York, or elsewhere, as it may deem desirable, and by mailing a copy of such notice to the Company at the address hereinbefore stated, not less than twenty (20) days prior to the date set for such sale, and no other notice or demand whatsoever to or upon the Mortgagor Companies shall be necessary.

SECTION 5. Instead of exercising the powers of entry and sale conferred upon it in case of default, as provided by this Article, the Trustee may, and upon being requested in writing by the holders of twenty-five per cent. (25%) in amount of said bonds then outstanding, and upon being indemnified to its satisfaction, as aforesaid, shall proceed by suit or suits, at law or in equity, as the Trustee may be advised by counsel, to enforce the payment of the said bonds, and to foreclose this Indenture, and to sell the lands, premises, rights, franchises, appurtenances, securities and property of whatsoever kind and nature, and wheresoever situated, hereby conveyed, under the judgment or decree of any court or courts of compe-

tent jurisdiction. The rights of entry or sale and all other rights hereinbefore conferred upon the Trustee are intended as cumulative remedies, and shall not be deemed to deprive the Trustee of any legal or equitable remedy by judicial proceedings appropriate to enforce the conditions, covenants and terms of this Indenture, and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

**SECTION 6.** In case the Trustee shall proceed by suit or suits at law or in equity after default as above provided, the Trustee or its successors shall be entitled to have the premises, properties, franchises, rights, privileges, securities and property hereby granted or conveyed, or intended so to be, sold by a judicial sale under the order of a court or courts of competent jurisdiction, for or towards the satisfaction of the principal and interest due or owing on the then outstanding bonds, issued under or entitled to the benefit of the security of this Indenture, and for the enforcement of the rights, liens and securities of the Trustee and the bondholders, and shall be entitled, pending any such suit or proceedings, to a receivership of the premises, assets, franchises, rights, privileges and property, and of the rents, earnings, revenues, issues, profits and income of the Mortgagor Companies. And the Mortgagor Companies, for themselves, their successors and assigns, hereby agree to waive, and do hereby absolutely and irrevocably waive and relinquish the benefit and advantage of any and all valuation, stay, appraisement, redemption or extension law or laws now existing, or which may hereafter be passed by any state, or by the United States, which, but for this provision, agreement and waiver, might be applicable to any sale under the provisions of this Indenture, or the order or decree of any court or courts.

**SECTION 7.** In case of sale, after deducting from the proceeds of such sale just and reasonable allowances

for the expenses of such sale, including attorneys' and counsel fees and all other expenses and liabilities, and all payments for taxes and assessments and for charges and liens superior to the lien of these presents, as well as compensation for its own services, the Trustee shall apply such proceeds, subject to the provisions of Section 1 of this Article, to the payment of the principal of said bonds with all unpaid interest thereon with interest on overdue installments of interest at the rate of six per cent. per annum, without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and interest, and, if any surplus remain, shall pay the same to the Company, its successors or assigns, or as any court of competent jurisdiction may direct.

SECTION 8. At any sale of the premises and property, securities, rights, franchises and privileges hereby conveyed, or intended so to be, whether made by virtue of the powers hereinbefore granted or by judicial authority, the same shall be sold in one parcel as an entirety, or in such parts or parcels as the holders of a majority in amount of the bonds may in writing request. The Trustee may adjourn any sale from time to time in its discretion, and proceed with the same on such adjourned day, without further notice, and may and shall execute to the purchaser at such sale, either in its own name or in the name of the Mortgagor Companies, a good and sufficient deed or deeds and instruments of assignment and transfer of the property sold, which sale shall be a perpetual bar, both at law and in equity, against the Mortgagor Companies, and all persons claiming by, from or under them. The Trustee and its successors are hereby appointed the true and lawful attorney or attorneys irrevocably of the Mortgagor Companies, in their name and stead, or otherwise, to make, execute, acknowledge and deliver any and all such deed or deeds, and instruments, the Mortgagor Companies hereby ratifying and

confirming all that their said attorney or attorneys shall lawfully do by virtue hereof. And it is hereby declared that the receipt or receipts of the Trustee or the court officer conducting any such sale shall be a sufficient discharge to the purchaser or purchasers of the premises and property sold and that no purchaser shall be liable to see to the application of the purchase money.

**SECTION 9.** And it is further provided and agreed that, in case any sale shall be made of the said premises, property, rights, franchises and estate under or in execution of the provisions hereof the purchaser or purchasers at such sale or sales shall be entitled in making settlement for any payment of the purchase money, to deliver to the person or persons legally appointed and qualified to receive the payment of such purchase money, and to turn in and use any of the bonds and coupons secured by these presents then matured and unpaid, towards the payment of said purchase money, reckoning and computing said bonds or coupons for that purpose at a sum equal to and not exceeding that which shall be payable out of the net proceeds of said sale to the purchaser or purchasers, as the holder or holders of said bonds or coupons, for his or their share and proportion in that character of said net proceeds, upon a due accounting and distribution thereof, and after allowing for the proportion of payment which may be required by the Court to be paid in cash for the expenses of the trust and of the sale or other purposes.

**SECTION 10.** No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture, or for the execution of any trust thereof, or for the appointment of a Receiver or for any other remedy hereunder, or to conserve income, unless such holder previously shall have given to the Trustee written notice of such default and of the continuance there-

of, as hereinbefore provided; and unless, also, the holders of twenty-five per cent. (25%) of the bonds hereby secured, then outstanding shall have made written request of the Trustee, and shall have afforded to it reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and unless also, he or they shall have offered to the Trustee adequate security and indemnity against any costs, expenses and liability to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action for foreclosure, or for the appointment of a Receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons hereby secured shall have any right in any manner whatever to affect, disturb or prejudice the lien of this Indenture by his or their action, or to enforce any right hereunder, except in the manner herein provided; and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

SECTION 11. In the event that the principal of the bonds at any time outstanding shall become due, whether at maturity, upon call for redemption, or by declaration, the Mortgagor Companies covenant and agree that they will, upon demand of the Trustee, pay to the Trustee for the benefit of the holders of said bonds, then outstanding, the whole amount due and payable on all such bonds for interest or principal or both, and premium, if any, as the case may be, with interest at the rate of six per cent. (6%) per annum upon the overdue principal, premium and installments of interest, and in case the Mortgagor Companies shall fail

to pay the same forthwith upon such demand, the Trustee in its own name and as Trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the property mortgaged or pledged; and the right of the Trustee to recover such judgment shall not be affected by any sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or for the foreclosure of the lien hereof, and in case of the sale of the property mortgaged or pledged, and of the application of the proceeds of sale to the payment of the debt, the Trustee, in its own name, and as Trustee of an express trust, shall be entitled to enforce payment of and receive all amounts then remaining due and unpaid upon any and all of the bonds issued hereunder and then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee, and no levy of any execution upon property subject to the lien of this Indenture, or upon any other property, shall, in any manner, or to any extent affect the lien of this Indenture upon the mortgaged or pledged property, or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the holders of the bonds hereby secured, but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys thus collected by the Trustee under this section shall be applied as provided by Section 7 of this Article.

**SECTION 12.** No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any

right or power accruing upon any default continuing as aforesaid, shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Article to the Trustee or to the bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the bondholders.

SECTION 13. (a) Any request or other instrument required by this Indenture to be signed and executed by bondholders shall be evidenced by an instrument or instruments in writing, signed by the persons assenting thereto or their attorneys in fact, duly authorized for that purpose and proved as herein provided. Any instruments in writing required by the provisions of this Indenture to be executed by the holders of bonds hereby secured may be in any number of parts.

(b) The fact and date of the execution by any person of any such request or other instrument in writing may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the State of New York, that the person signing such request or other instrument acknowledged to him the execution thereof; or by an affidavit made before any such officer by a witness to such execution.

(c) The amount and distinctive numbers of bonds which shall not at such time be registered, held by any person executing any such request or other instrument and the date of his holding the same, may be proved by a certificate of any trust company, bank, bankers, or other depositary (wherever situated), if such certificate shall be deemed by the Trustee to be satisfactory, showing that, at the date therein mentioned, such person had on deposit with said depositary the bonds described in such certificate. Such holding shall be presumed to continue until the Trustee shall

be affirmatively notified to the contrary. The amount and distinctive numbers of bonds which shall at the time be registered, shall be proved by the registry of such bonds. Such proof shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument.

**SECTION 14.** Nothing in this Indenture, expressed or implied, is intended or shall be construed, to confer upon any person, firm or corporation other than the parties hereto, and the holders of the bonds issued under and secured by this Indenture, any right, remedy or claim, legal or equitable, under or by reason of this Indenture, or any covenant, condition or stipulation hereof—this Indenture and all its covenants, conditions and stipulations being intended to be and being for the sole and exclusive benefit of the parties hereto, and of the owners from time to time of the bonds and coupons hereby secured.

**SECTION 15.** In the event of any sale of the trust estate, either by the Trustee or by virtue of any judicial proceeding or proceedings, then in either case, the whole principal amount of each and all of said bonds outstanding and secured hereby shall forthwith become due and payable although no declaration may have been previously made by the Trustee to that effect as hereinbefore provided.

## ARTICLE IX.

### RELEASES OF PORTIONS OF TRUST PROPERTY.

**SECTION 1.** The Trustee shall at all times have full power and authority to release and convey to any party or parties who may be designated in writing by any of the Mortgagor Companies to receive the same (such designation to be expressed by resolution of its Board of Directors, of which a certified copy shall be delivered to the Trustee), or to release to any of the Mortgagor Companies free from the lien and operation of these presents, in such manner as the Trustee may deem proper, any por-

tion of the real estate, or any of the stocks, bonds or other securities or other property hereinbefore granted or pledged by the Mortgagor Company requesting the release and conveyance, which in the appraisals or resolutions hereinafter provided for, shall be certified not to be necessary for use in connection with the systems or plants of the Mortgagor Company so requesting or of its subsidiary companies, and further certifying that such release will not affect the substantial integrity of the trust estate, but only upon the following provisions and conditions:

- (a) Subject to the provisions of subdivision (e) hereof, before any such real estate, securities, or other property shall be released or conveyed, the same shall be appraised by an appraiser, or by more than one appraiser who shall be selected by the Trustee, and whose compensation shall be paid by the Mortgagor Company making the request.
- (b) In case of such sale or other disposition (except on exchange) of any real estate, securities, or other property, or of any interest therein, the price or proceeds of such sale, not less than the value of such property or such interest as so appraised, or a sum equal to such price or proceeds, shall be deposited with the Trustee (or, in case of the Company or Empire Refining Company, with the Trustee under the indentures of May 1st, 1916, or February 1st, 1917, respectively), to be held for the further security of the bonds hereby secured, until the same shall be paid over or applied as hereinafter provided.
- (c) Subject to the provisions of subdivision (e) hereof, in case of an exchange, other property or securities, appraised by an appraiser or appraisers selected by the Trustee, whose compensation shall be paid by the Mortgagor Company making the request, of value at least equal to the appraised value of the property or securities given in exchange, shall imme-

dately become and be subject to the lien and operation of this Indenture; provided, that any property given in exchange shall in the opinion of counsel satisfactory to the Trustee (and such counsel may be counsel for the Company), be free and clear of any lien or encumbrance prior to the lien hereof (except, in the case of the Company or Empire Refining Company, to the lien of the Indenture of May 1st, 1916, or February 1st, 1917), and provided, in case of securities given in exchange, that the properties owned by the corporation whose securities are so received in exchange, shall in the opinion of counsel satisfactory to the Trustee (and such counsel may be counsel for the Company), be subject to no encumbrances prior to the lien of the mortgage or other instrument whereunder such securities were issued.

(d) No sale of the stock of any subsidiary company shall be made whereby the Trustee shall become or be the holder of a minority interest therein.

(e) The filing with the Trustee of a certified copy of a resolution of the Board of Directors of the Mortgagor Company requesting the release of any real estate, securities or other property to be sold or exchanged, describing the same and stating the value thereof, and of the property or securities to be received in exchange therefor. Such resolution shall be sufficient evidence to the Trustee as to the value of any such property or securities stated in such certificate to be of the value of \$15,000 or less, and for the release or receipt of any such property or securities no appraisal shall be required, and on receipt of a certified copy of such resolution and the consideration to be received for such release, the Trustee shall execute a release accordingly.

**SECTION 2.** The moneys received by the Trustee upon any such sale, may be applied by the Mortgagor Company whose property was released, in the purchase of real estate, securities, leases or other property for use in con-

nection with the said company's systems or plants, or in making extensions or additions to said systems or plants, or the erection, drilling or acquisition of other systems or plants, which real estate, property, extensions, additions or other systems or plants shall forthwith be and become and be made subject to the lien of this Indenture, free and clear of all other liens and encumbrances or claims for which liens might be obtained (except, in the case of the Company or Empire Refining Company, the indentures of May 1st, 1916, or February 1st, 1917, respectively); provided that before any funds are paid out for such purpose, the Mortgagor Company whose property was released, shall furnish to the Trustee a verified statement, signed by the President or a Vice-President, and the Treasurer or Assistant Treasurer of said company, showing the amount actually expended by said company and for what property, and that such property is necessary and useful for the business of said company or one of its subsidiary companies; and the opinion of counsel that said property is free and clear of liens and encumbrances other than this Indenture, and that the same is a first lien thereon (except, in the case of the Company or Empire Refining Company, to the indentures of May 1st, 1916, or February 1st, 1917, respectively); and such verified statement and opinion shall be conclusive evidence and full protection to the Trustee as to the statements therein contained; and such property shall also, if required by the Trustee, be valued by an appraiser, selected or approved by the Trustee, at the expense of said company. The amount of such money paid to said company in respect of the acquisition of such property shall not exceed the amount actually expended by said company therefor, as set forth in said verified statement, and shall in no event exceed the value of said property, as fixed by such appraiser or appraisers, if an appraisement be required. No such moneys shall be invested in the stock of any corporation unless at least a majority in amount thereof shall be acquired and pledged with the Trustee as security for the bonds hereby secured.

The Trustee may, however, upon request of said company, expressed in a certified copy of a resolution adopted by its Board of Directors, requesting such action, apply such proceeds, or any part thereof, toward the redemption of bonds hereby secured in the manner provided in Section 7 of Article V of this Indenture; but no proceeds so applied shall be deemed a payment on account of the sums payable by the Company into the sinking fund provided for in Article V of this Indenture.

**SECTION 3.** In the ordinary course of business, the Mortgagor Companies shall have full power

(a) From time to time to make any changes in the location of any portion of their machinery, apparatus or other plants, or that owned by any subsidiary company, as in the judgment of the Mortgagor Company owning the same shall have become expedient, and shall have full power from time to time, without the necessity of a release from the Trustee, to sell or dispose of, or cause to be sold or disposed of, according to their discretion, such portion of the machinery, tools, casings, wells, engines, pipes, implements, appliances and materials, which shall at any time be acquired or held for the use of said Company, and shall have become unfit or unnecessary for use, or which shall have been acquired for the purpose of resale; but any and all new or other machinery, tools, casings, wells, engines, pipes, implements, appliances and materials which may be acquired for the use of said Company in substitution for any so sold or disposed of, shall, by virtue and force hereof, become and be, immediately upon the acquisition thereof, subject to the lien and operation of these presents, without any new conveyance or transfer or other act or proceeding whatsoever; and the proceeds of all sales of machinery, tools, casings, wells, engines, pipes, implements, appliances or materials, acquired or held for use by said Company, which may not within a reasonable time be invested in real

estate, or in new or other machinery, tools, casings, wells, implements, appliances, materials, improvements or other property, for use in connection with said plant, shall be forthwith paid over to the Trustee to be by it applied to the purchase, payment or redemption of bonds hereby secured and then outstanding, as hereinbefore provided; but the Trustee shall be under no duty or obligation to make any inquiry of any of the Mortgagor Companies with respect to any matters covered by this section.

(b) From time to time either with or without the consent of the Trustee to make, or cause the subsidiary companies to make, such modifications, extensions, releases, surrenders, or renewals of any gas, oil or other leases, or rights of way, which may from time to time be or become subject to this Indenture, as in the judgment of the officers of the Mortgagor Company owning the same are necessary or expedient for the carrying on of said Company's business, and the Trustee, however, shall from time to time and without further inquiry, in the event that any such release shall at any time be requested by the President, a Vice-President, Manager, Secretary or Assistant Secretary of said Company, release from the lien and operation of this Indenture any leases which may at any time become subject to the lien hereof, upon a certificate being furnished, signed by the President or a Vice-President, or General Manager, and by the Secretary or an Assistant Secretary of said Company, to the effect that said Company has released, surrendered or abandoned, or is about to release, surrender, or abandon, said leases, and that such release, surrender or abandonment will not substantially impair the security hereof.

(c) From time to time, either with or without the consent of the Trustee, to permit mortgages (hereinafter in this subdivision called "farm mortgages") to be placed upon the lands which are covered by oil and/or gas leases owned by any of the Mortgagor Companies, where such

farm mortgages are either (1) renewals or substitutions for farm mortgages which were in existence as liens on said lands at the date of this Indenture, or (2) are given to secure a debt not in excess of the value of such lands for agricultural purposes solely, without taking into consideration the value of the oil or gas rights in respect of said lands; and any of the Mortgagor Companies may, for that purpose, execute and deliver such waivers, releases, subordination agreements or other documents suitable to permit such farm mortgages to be or become liens prior and superior to the oil and or gas lease or leases owned by the respective Mortgagor Companies. And the Trustee shall, from time to time, and without further inquiry, join with any of the Mortgagor Companies in the execution and delivery of any of such waivers, releases, subordination agreements or other documents aforesaid, in the event that such action shall at any time be requested by the President, a Vice-President, Manager, Secretary or an Assistant Secretary of any of the Mortgagor Companies, upon a certificate being furnished signed by the President or a Vice-President, or Manager or Secretary or an Assistant Secretary of said company, to the effect that either (1) the new farm mortgage is a renewal or a substitute for a farm mortgage which was in existence as a lien on the lands at the date of this Indenture, or (2) is given to secure a debt not in excess of the value of such lands for agricultural purposes solely, without taking into consideration the value of the oil or gas rights in respect of said lands.

SECTION 4. Anything in this Indenture to the contrary notwithstanding, it is hereby expressly provided that if any of the Mortgagor Companies shall desire to obtain the release of any of the property mortgaged or pledged hereunder, or any of the property of any subsidiary company, and such property, so desired to be released, is pledged directly or indirectly under either the indenture of May 1st, 1916, or the indenture of February 1st,

1917, then and in such case all the provisions of this Indenture, in respect of the release of property, shall be deemed to be fully satisfied and complied with, if the terms and conditions of said indentures of May 1st, 1916, or February 1st, 1917, as the case may be, have been satisfied and complied with, to the satisfaction of the respective trustee thereunder, and the Trustee hereunder shall execute a release upon the request of the proper Mortgagor Company upon being furnished with satisfactory evidence that either the trustee under the indenture of May 1st, 1916, or the trustee under the indenture of February 1st, 1917, has executed a release in respect of such property from the lien of such indenture.

## ARTICLE X.

### CHANGES IN TRUSTEESHIP.

SECTION 1. It is further mutually covenanted and agreed that the word "Trustee," when and as used in this Indenture, is for all the purposes hereof intended to refer to and describe, and shall be construed to mean, the person or persons, corporation or corporations, who, or which, for the time being, shall be charged with the execution of the trusts of this Indenture, whether the same be the third party or any successor or successors in the trust.

SECTION 2. The Trustee may resign, as hereinafter provided, or may be removed by an instrument or concurrent instruments in writing, executed by the holders of two-thirds in interest or amount of the bonds secured hereby and outstanding, duly acknowledged and recorded as this Indenture is recorded. Any vacancy in the office of Trustee, whether so created or arising from resignation, insolvency, incapacity or any other cause, may be filled by the appointment of one or more competent persons, or a corporation, as new Trustee, by an instrument or concurrent instruments in writing, signed by the holders of a majority in amount of the bonds secured hereby and outstanding, or their attorneys in

fact, thereunto duly authorized, and acknowledged and recorded in the office or offices where this Indenture shall be recorded. Copies of any such appointment or removal shall be filed with the Mortgagor Companies and with the prior Trustee.

**SECTION 3.** In case the bondholders shall fail to fill such vacancy, by an appointment made as hereinbefore prescribed, within a reasonable time, then the Boards of Directors of any two of the Mortgagor Companies shall make an appointment of a Trustee to fill such vacancy, which appointment shall continue until the holders of a majority in interest of the then outstanding bonds secured hereby, or their attorneys in fact thereunto duly authorized, shall designate a new Trustee to act hereunder, provided that such bondholders shall make such designation within one year from the date of such appointment by the Board of Directors of said two Mortgagor Companies, and provided further, and it is hereby agreed and declared, that in case neither the bondholders nor the said Boards of Directors shall appoint, in the manner hereinbefore provided, a successor Trustee, in the event of a vacancy in said trust, within a period of thirty days after such vacancy shall occur, a new Trustee may be appointed upon application of the retiring Trustee or of the holders of one-fourth ( $\frac{1}{4}$ ) in amount of said bonds then outstanding, by any United States Court having jurisdiction or by a Judge of any such Court.

**SECTION 4.** Any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Mortgagor Companies and to the prior Trustee, or to the Court or Judge making such appointment, an instrument in writing, accepting such appointment hereunder, and thereupon such new Trustee shall become vested with all the property, rights, duties and trusts of the prior Trustee, to which he, it or they shall be successor Trustee hereunder, with like effect as if named Trustee herein, and any Trustee so resigning or removed shall, on the written request of the

new Trustee, who may be appointed, immediately execute an instrument of transfer to vest in such new Trustee upon the trusts herein expressed, all the property, privileges and rights hereunder of the Trustee so resigning or removed, and shall duly assign, transfer and deliver to such new Trustee any cash or securities held hereunder and comprised in the trust fund, upon payment of all charges and expenses of such former Trustee in the execution of the trusts hereunder, including its commission and proper compensation for its services, counsel fees and other charges, disbursements or expenses incurred by said Trustee.

SECTION 5. The Trustee may resign and discharge itself of the trust created by these presents by notice in writing to the Mortgagor Companies or their successors or assigns sixty (60) days before such resignation shall take effect or such shorter time as may be accepted as adequate notice.

#### ARTICLE XI.

##### CONDITIONS OF ACCEPTANCE OF TRUSTS BY TRUSTEE.

The Equitable Trust Company of New York, the fourth party, for itself and its respective successors, hereby accepts the trusts hereby created, and assumes the duties imposed by this Indenture, upon the terms and conditions hereof, including the following, that is to say:

SECTION 1.—It is expressly declared to be a condition upon which the said Trustee assents to these presents, and accepts the trust hereby created, that the said Trustee shall not in any manner be held responsible for persons, firms or corporations employed by it in the furtherance of this trust, if selected with reasonable care, nor shall said Trustee be answerable except for its own wilful misconduct or gross negligence.

SECTION 2.—The said Trustee shall be authorized to pay reasonable compensation out of the trust estate to such

person or persons as it may employ in the administration or management of this trust, and shall be entitled to just compensation for all services rendered by it in connection with such trust, and the execution of this instrument, which shall be a lien secured hereby prior to that of any bond issued hereunder, and which shall be forthwith paid by the Mortgagor Companies on demand therefor or in default thereof shall be paid out of the trust estate. All recitals, statements of fact, and representations herein contained, shall be taken as statements of the said Mortgagor Companies alone, and are not and shall not be construed as made by the said Trustee.

SECTION 3.—The Trustee shall not be liable for failure to insure or to renew insurance, or for responsibility of insurers, or for any recording, filing, or resiling of this instrument, or for the validity hereof, the Mortgagor Companies covenanting and agreeing to do all things necessary in the premises.

SECTION 4.—The Trustee may purchase, hold and dispose of bonds and coupons issued hereunder with the same rights which it would have if it were not Trustee.

SECTION 5.—The Trustee hereunder makes no representations as to the value of the property transferred to it hereunder, or as to the title thereto, neither the Trustee nor its successors or agents purporting to have or having any knowledge in respect to any such matters.

SECTION 6.—The Trustee hereunder shall incur no liability to anybody in acting upon any notice, request, consent, certificate, bond, document or paper believed by it to be genuine and to have been signed by the proper persons.

SECTION 7.—Should any suit or proceeding be brought against the Trustee, by reason of any matter or thing connected with the trusts hereby created, or by reason of its being such Trustee, it shall not be under any obligation to

enter any appearance by counsel, or in any way appear in, or defend the said suit, or other proceeding, until indemnified to its satisfaction for so doing; but it may appear and defend the same without indemnity if it shall elect to do so, and in such case the Trustee shall be compensated therefor from the trust estate. The Trustee shall not be required to take notice of any default hereunder, and may for all purposes conclusively assume that there has been no such default, unless and until notified in writing of such default by the holders of at least ten per centum (10%) in amount of the bonds at any time outstanding; nor shall the Trustee be required to take any action in respect of any default unless requested in writing so to do by the holders of twenty-five per centum (25%) (or such larger per centum as may be specifically provided in any other clause hereof) in amount of the bonds then outstanding, and unless tendered indemnity satisfactory to it.

SECTION 8.—The Trustee shall not be personally liable for any debt contracted by it, or for damages to property or to persons killed or injured, or for salaries, or nonfulfillment of contracts, during any period wherein the Trustee shall manage the mortgaged premises, upon entry or voluntary surrender as aforesaid.

SECTION 9.—The Trustee shall not be personally liable for any Receivers' Certificates or obligations issued by any Receiver with or without the consent of the Trustee, and the Trustee shall be reimbursed and indemnified against any liability or damage which it may sustain or incur in the premises.

SECTION 10.—Whenever under this instrument, the Trustee shall be required, or shall deem it necessary to be informed as to any fact or facts, or condition, preparatory to the taking or omitting to take any action hereunder, the existence of such fact or facts shall be deemed conclusively proved and evidenced to the Trustee when stated in a resolution duly adopted by the Board of Directors of the proper Mortgagor Company, of which a certified copy,

under the hand of the Secretary or an Assistant Secretary, and seal of said corporation, shall be furnished to the Trustee. Such certified copy shall be conclusive evidence to the Trustee of the existence or non-existence of the facts set forth therein, and complete protection to the Trustee in the taking or omitting to take such action, whether or not such fact shall have been misstated therin.

A written certificate, delivered to the Trustee, signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company, stating which of the Mortgagor Companies is the proper and appropriate Company to take or refrain from taking any appropriate action or to receive cash, securities or property, shall be conclusive evidence of such fact, and the Trustee shall be justified and shall be fully protected in relying upon such certificate.

## ARTICLE XII.

### SUNDRY PROVISIONS.

Whenever in this Indenture, the holder or owner of any bond is referred to, and such bond shall have been registered, the holder and owner shall be deemed to be the person in whose name such bond is registered, and the books of registration herein provided for shall be conclusive evidence of such holding and owning.

The word "amount" wherever used in this Indenture with reference to the bonds issued hereunder, shall, unless the contrary shall clearly appear or be expressly stated, signify the principal amount.

The words "subsidiary company," as used in this Indenture, shall be construed to mean any corporation a majority of the shares of whose outstanding capital stock is now or may hereafter be owned by any of the Mortgagor Companies and pledged hereunder or under the indentures of May 1st, 1916, or February 1st, 1917, and

shall also mean any corporation a majority of the shares of whose outstanding capital stock is now or may hereafter be owned by the subsidiary of any of the Mortgagor Companies, and so on to the remotest degree; but in no event shall the words "subsidiary company" be construed to mean any of the Mortgagor Companies.

In order to facilitate the recording hereof, this Indenture may be simultaneously executed in several counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, EMPIRE GAS AND FUEL COMPANY, the first party, and EMPIRE GAS AND FUEL COMPANY, EMPIRE GAS AND FUEL COMPANY, INCORPORATED, EMPIRE REFINING COMPANY, EMPIRE PETROLEUM COMPANY, EMPIRE GASOLINE COMPANY and EMPIRE GAS AND PIPELINE COMPANY, the second parties, have caused these presents to be signed in their respective corporate names by their respective Presidents or one of their respective Vice-Presidents, and their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective Secretaries or one of their respective Assistant Secretaries, and the due execution of these presents to be proved, and THE EQUITABLE TRUST COMPANY OF NEW YORK, the third party, has, to signify its acceptances of the trust hereby created, caused these presents to be signed in its corporate name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or one of its Assistant Secre-

taries, and the due execution of these presents to be proved, as of the day and year first above written.

EMPIRE GAS AND FUEL COMPANY,

By ..... *Frank W. Greenleaf*  
virs. President.

Attest:

*Frank Whinney*  
ASSISTANT Secretary.

Signed, sealed, executed and delivered by Empire Gas and Fuel Company (Delaware) in the presence of:

*Robert Burns*

*Dalee B. Carson*

EMPIRE GAS AND FUEL COMPANY,

By *Frank W. Greenleaf*  
virs. President.

Attest:

*Frank Whinney*  
ASSISTANT Secretary.

Signed, sealed, executed and delivered by Empire Gas and Fuel Company (Maine) in the presence of:

*Robert Burns*

*Dalee B. Carson*

## EMPIRE GAS AND FUEL COMPANY INCORPORATED

By.....  
*W. H. Williams*  
W. H. Williams President.

Attest:

.....  
*W. H. Williams*.....  
 Secretary.

ASSISTANT

Signed, sealed, executed and  
 delivered by Empire Gas and  
 Fuel Company Incorporated,  
 in the presence of:

.....  
*Robert Burns*.....  
 Deed B. Carson.....

## EMPIRE REFINING COMPANY,

By.....  
*G. D. Johnson*.....  
G. D. Johnson President.

Attest:

.....  
*Charles J. Geddes*,  
 Secretary.

Signed, sealed, executed and  
 delivered by Empire Refining  
 Company in the presence of:

.....  
*Robert Burns*  
 Deed B. Carson.....

## EMPIRE PETROLEUM COMPANY,

By *Louie Freeman*  
VICR President.

Attest:

*Charles J. Wilson*

Secretary.

Signed, sealed, executed and  
delivered by Empire Petroleum  
Company in the presence of:

*Robert Burns**Dale B. Carson*

## EMPIRE GASOLINE COMPANY,

By *James A. ...*  
VICR President.

Attest:

*Wm. W. ...*

ASSISTANT Secretary.

Signed, sealed, executed and  
delivered by Empire Gasoline  
Company in the presence of:

*Robert Burns**Dale B. Carson*

EMPIRE GAS AND PIPELINE COMPANY,

By .....  
VICE President.

Attest:

Charles P. He...  
Secretary.Signed, sealed, executed and  
delivered by Empire Gas and  
Pipeline Company in the pres-  
ence of:Robert ...  
George ...  
Deeps ...THE EQUITABLE TRUST COMPANY OF  
NEW YORK,By .....  
President.

Attest:

John ...  
Frost Secretary.Signed, sealed, executed and  
delivered by The Equitable  
Trust Company of New York,  
in the presence of:O. J. Powell Jr.  
F. G. Lester  
J. J.

State of New York,) ss.:  
 County of New York,

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Frank W. Freway, vice President of EMPIRE GAS AND FUEL COMPANY, a Delaware corporation, and O. E. M. Whitney, ~~secret~~ Secretary, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as such vice President and secret Secretary, respec-

State of New York,) ss.:  
 County of New York,

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That THOS. H. FAIR, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1919.

Wm. F. Schneider  
Clerk.

and affixed my notarial seal the day and year first above written.

Thos. H. Fair

NOTARY PUBLIC  
NEW YORK COUNTY No. 5  
NEW YORK REGISTER'S No. 1200

MY COMMISSION EXPIRES MARCH 30, 1921.

EMPIRE GAS AND PIPELINE COMPANY,

By .....  
VICE President.

Attest:

*Charles P. McRae*

Secretary.

Signed, sealed, executed and  
 delivered by Empire Gas and  
 Pipeline Company  
 in the presence of:

*Robert  
Decker*

Attest:

Signed, sealed, executed  
 delivered by The Equitable  
 Trust Company of New York,  
 in the presence of:

*O. P. Powell Jr.  
F. J. Eggleston*

State of New York, } ss.:  
 County of New York, }

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Frank W. Freway, Vice President of Empire Gas and Fuel Company, a Delaware corporation, and E. M. Whitney, least. Secretary of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Ass't. Secretary, respectively, and as the persons who subscribed the name and affixed the seal of one of the makers thereof to the foregoing instrument as its Vice President and Ass't. Secretary, and they each acknowledged to me that they executed the same for the uses, purposes and consideration therein set forth, and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, Empire Gas and Fuel Company.

And the said E. M. Whitney, being first duly sworn by me, deposes and says: That the seal affixed to the said instrument is the corporate seal of said Empire Gas and Fuel Company, and was by him affixed thereto in pursuance of the power and authority granted him by the By-laws of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

NOTARY PUBLIC  
 NEW YORK COUNTY No. 5  
 NEW YORK REGISTER'S No. 1200

MY COMMISSION EXPIRES MARCH 30, 1921.

State of New York, } ss.:  
 County of New York, }

BE IT REMEMBERED, that on this *30<sup>th</sup>* day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared *Paul R Jones*, *Vice President*, President of *EMPIRE GAS AND FUEL COMPANY*, a Maine corporation and *Mr W Hiney*, *Ass't*

State of New York, } ss.:  
 County of New York, }

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That OLIVE A. BILLARD, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1919.

*Wm F Schneider*.....  
Clerk.

Being ~~more~~ the seal affixed to the said instrument is the corporate seal of said Empire Gas and Fuel Company, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

*Olive A. Billard*

NOTARY PUBLIC  
NEW YORK COUNTY NO. 120  
NEW YORK REGISTER NO. 10113

MY COMMISSION EXPIRES MARCH 30, 1921

State of New York, } ss.:  
County of New York, }

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919,  
before me, the undersigned authority, a Notary Public  
in and for the County and State aforesaid, personally  
appeared W. A. Williams, Vice President  
of EMPIRE GAS AND FUEL COMPANY, INCORPORATED, a Vir-  
ginia corporation, and E. E. McWhorter,

State of New York, } ss.:  
County of New York, }

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That OLIVE A. BILLARD, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal  
of the said Court and County, the 31st day of July, 1919.

..... Clerk.

the seal affixed to the said instrument is the corporate seal of said Empire Gas and Fuel Company, Incorporated, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Olive A. Billard

MILITARY PUBLIC  
NEW YORK COUNTY NO.  
NEW YORK REGISTERED

~~the Commission~~ ~~in the year 18~~

State of New York,) ss.:  
County of New York,

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Paul R Jones, Vice President of EMPIRE GAS AND FUEL COMPANY, a Maine corporation, and E. E. McWhiney, Ass't Secretary of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Ass't Secretary, respectively, and as the persons who subscribed the name and affixed the seal of one of the makers thereof to the foregoing instrument as its Vice President and Ass't Secretary, and they each acknowledged to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation Empire Gas and Fuel Company.

And the said E. E. McWhiney, being first duly sworn by me, deposes and says: That the seal affixed to the said instrument is the corporate seal of said Empire Gas and Fuel Company, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Olive A. Billard

NOTARY PUBLIC  
NEW YORK COUNTY NO. 150  
NEW YORK REGISTER NO. 10-43

MY COMMISSION EXPIRES MARCH 30, 1921

State of New York, } ss.:  
County of New York, }

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919,  
before me, the undersigned authority, a Notary Public  
in and for the County and State aforesaid, personally  
appeared W. A. Williams Vice President  
of EMPIRE GAS AND FUEL COMPANY, INCORPORATED, a Vir-  
ginia corporation, and E. L. M. Whalen.

State of New York, } ss.:  
County of New York, }

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk  
of the Supreme Court for the said County, the same being a Court of Record, DO  
HEREBY CERTIFY, That OLIVE A. BILLARD, whose name is subscribed to the  
deposition or certificate of the proof or acknowledgment of the annexed instrument,  
and thereon written, was, at the time of taking such deposition, or proof and acknowl-  
edgment, a Notary Public in and for such County, duly commissioned and sworn, and  
authorized by the laws of said State, to take depositions and to administer oaths to be  
used in any Court of said State and for general purposes; and also to take acknowledg-  
ments and proofs of deeds, of conveyances for land, tenements or hereditaments in said  
State of New York. And further, that I am well acquainted with the handwriting of  
such Notary Public, and verily believe that the signature to said deposition or certificate  
of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal  
of the said Court and County, the 31st day of July, 1919.

Wm. F. Schneider  
Clerk.

the seal affixed to the said instrument is the corporate  
seal of said Empire Gas and Fuel Company, Incor-  
porated, and was by him affixed thereto in pursuance of  
the power and authority granted him by the by-laws  
of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my  
hand and affixed my notarial seal the day and year  
first above written.

Olive a. Billard

NOTARY PUBLIC  
NEW YORK COUNTY NO. 1  
NEW YORK REGISTERED 1

My Commission Expires June 30, 1920

State of New York,) ss.:  
 County of New York,

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Paul R Jones, Vice President of EMPIRE GAS AND FUEL COMPANY, a Maine corporation, and E. E. McWhiney, Asst Secy Secretary of s known to me ; sonally known names are su such Vice I tively, and as and affixed tl to the foregoi dent and C. acknowledged the uses, purp and expressed, their free and and voluntary Gas and Fuel

And the said being first duly the seal affixed to the said instrument is the corporate seal of said Empire Gas and Fuel Company, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Olive A. Billard

NOTARY PUBLIC  
 NEW YORK COUNTY NO. 150  
 NEW YORK REGISTER NO. 10-43

MY COMMISSION EXPIRES MARCH 30, 1920

State of New York, } ss.:  
County of New York, }

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919,  
before me, the undersigned authority, a Notary Public  
in and for the County and State aforesaid, personally  
appeared W. A. Williams, Vice President  
of EMPIRE GAS AND FUEL COMPANY, INCORPORATED, a Vir-  
ginia corporation, and E. E. McWherry,  
Vice Secretary of said corporation, who are both per-  
sonally known to me to be such officers, and who are  
both personally known to me to be the identical persons  
whose names are subscribed to the foregoing instrument  
as such Vice President and Vice Secretary, respec-  
tively, and as the persons who subscribed the name and  
affixed the seal of one of the makers thereof to the fore-  
going instrument as its Vice President and  
Vice Secretary, and they each acknowledged to me  
that they executed the same for the uses, purposes and  
consideration therein set forth and expressed, and in  
the capacities therein stated, as their free and voluntary  
act and deed, and as the free and voluntary act  
and deed of said corporation Empire Gas and Fuel  
Company, Incorporated.

Company, Incorporated.  
And the said *B E McWhiney*,  
being first duly sworn by me, deposes and says: That  
the seal affixed to the said instrument is the corporate  
seal of said Empire Gas and Fuel Company, Incorpor-  
ated, and was by him affixed thereto in pursuance of  
the power and authority granted him by the by-laws  
of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Olive A. Billard

**NOTARY PUBLIC**  
NEW YORK COUNTY NO. 1  
NEW YORK REGISTER NO. 1

State of New York, }  
County of New York, {ss.:

BE IT REMEMBERED, that on this ~~30<sup>th</sup>~~ day of July, 1919,  
before me, the undersigned authority, a Notary Public  
in and for the County and State aforesaid, personally  
appeared ~~Geo. C. Blankenship~~, Vice-President  
of EMPIRE REFINING COMPANY, and ~~Charles B.~~  
~~Wedum~~, ————— Secretary of said  
corporation, who are both personally known to me to be  
such officers, and who are both personally known to me

State of New York, } ss.:  
County of New York, }

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That THOS. H. FAIR, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal  
of the said Court and County, the 31st day of July, 1919.

of July, 1919.

W. J. Wunder  
Clerk.

wherein in pursuance of the power and authority granted him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed my notarial seal the day and year first above  
written.

by notarial seal the day and year first  
  
Thomas A. Fair

NOTARY PUBLIC  
NEW YORK COUNTY No. 5  
NEW YORK REGISTER'S No. 1200.

MY COMMISSION EXPIRES MARCH 30, 1921.

State of New York, } ss.:  
 County of New York, }

BE IT REMEMBERED, that on this 30th day of July, 1919,  
 before me, the undersigned authority, a Notary Public  
 in and for the County and State aforesaid, personally  
 appeared Douglas F. Musil W. C. President  
 of EMPIRE PETROLEUM COMPANY, and Charles B.  
Wedemeyer —, Secretary of said  
 corporation, who are both personally known to me to be  
 such officers, and who are both personally known to me

State of New York, } ss.:  
 County of New York, }

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk  
 of the Supreme Court for the said County, the same being a Court of Record, DO  
 HEREBY CERTIFY, That THOS. H. FAIR, whose name is subscribed to the  
 deposition or certificate of the proof or acknowledgment of the annexed instrument,  
 and thereon written, was, at the time of taking such deposition, or proof and acknowledg-  
 ment, a Notary Public in and for such County, duly commissioned and sworn, and  
 authorized by the laws of said State, to take depositions and to administer oaths to be  
 used in any Court of said State and for general purposes; and also to take acknowledg-  
 ments and proofs of deeds, of conveyances for land, tenements or hereditaments in said  
 State of New York. And further, that I am well acquainted with the handwriting of  
 such Notary Public, and verily believe that the signature to said deposition or certificate  
 of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal  
 of the said Court and County, the 31st day of July, 1919.

Wm. F. Schneider  
 Clerk.

him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
 and affixed my notarial seal the day and year first above  
 written.

Thos. H. Fair

NOTARY PUBLIC  
 NEW YORK COUNTY NO. 5  
 NEW YORK REGISTER'S NO. 1200

MY COMMISSION EXPIRES MARCH 30, 1921.

State of New York, }  
 County of New York, } ss.:

BE IT REMEMBERED, that on this 30th day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Geo. C. Blankenship, Vice-President of Empire Refining Company, and Charles B. Wedum, —— Secretary of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as Vice-President and —— Secretary, respectively, and as the persons who subscribed the name and affixed the seal of one of the makers thereof to the foregoing instrument as its Vice-President and —— Secretary, and they each acknowledged to me that they executed the same for the uses and purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, Empire Refining Company.

And the said Charles B. Wedum being first duly sworn by me, deposes and says: That the seal affixed to the foregoing instrument is the corporate seal of said Empire Refining Company, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

NOTARY PUBLIC  
NEW YORK COUNTY, No. 5  
NEW YORK REGISTER'S NO. 1200.

MY COMMISSION EXPIRES MARCH 30, 1921.

State of New York, } ss.:  
 County of New York, }

BE IT REMEMBERED, that on this 30th day of July, 1919,  
 before me, the undersigned authority, a Notary Public  
 in and for the County and State aforesaid, personally  
 appeared Douglas F. Musel N.Y.C. President  
 of EMPIRE PETROLEUM COMPANY, and Charles B.  
Wendell —, Secretary of said  
 corporation, who are both personally known to me to be  
 such officers, and who are both personally known to me

State of New York, } ss.:  
 County of New York, }

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk  
 of the Supreme Court for the said County, the same being a Court of Record, DO  
 HEREBY CERTIFY, That THOS. H. FAIR, whose name is subscribed to the  
 deposition or certificate of the proof or acknowledgment of the annexed instrument,  
 and thereon written, was, at the time of taking such deposition, or proof and acknowledg-  
 ment, a Notary Public in and for such County, duly commissioned and sworn, and  
 authorized by the laws of said State, to take depositions and to administer oaths to be  
 used in any Court of said State and for general purposes; and also to take acknowledg-  
 ments and proofs of deeds, of conveyances for land, tenements or hereditaments in said  
 State of New York. And further, that I am well acquainted with the handwriting of  
 such Notary Public, and verily believe that the signature to said deposition or certificate  
 of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal  
 of the said Court and County, the 31st day of July, 1919.

Wm. F. Schneider  
 Clerk.

him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
 and affixed my notarial seal the day and year first above  
 written.

Thos. H. Fair

NOTARY PUBLIC  
 NEW YORK COUNTY NO. 5  
 NEW YORK REGISTER'S NO. 1200

MY COMMISSION EXPIRES MARCH 30, 1921.

State of New York, } ss.  
County of New York, }

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919,  
before me, the undersigned authority, a Notary Public  
in and for the County and State aforesaid, personally  
appeared Geo. C. Blankenship, Vice-President  
of EMPIRE REFINING COMPANY, and Charles B.  
Wedemur, —— Secretary of said  
corporation, who are both personally known to me to be  
such officers, and who are both personally known to me

State of New York, } ss  
County of New York, }

I, WILLIAM F. SCH  
of the Supreme Court for  
HEREBY CERTIFY, That  
deposition or certificate of  
and thereon written, was, a  
dgment, a Notary Public  
uthorized by the laws of s  
used in any Court of said S  
ments and proofs of deeds, o  
State of New York. And t  
uch Notary Public, and veri  
f proof or acknowledgmen

IN TESTIMONY WHEREOF,  
I have hereunto set my hand  
and affixed my notarial seal the day and year first above  
written.

were in pr  
him by the by

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed my notarial seal the day and year first above  
written.

Wm. F. Fair

NOTARY PUBLIC  
NEW YORK COUNTY NO. 5  
NEW YORK REGISTER'S NO. 1200

MY COMMISSION EXPIRES MARCH 30, 1921.

State of New York, }  
County of New York, } ss.:

BE IT REMEMBERED, that on this 30th day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared David J. Musel Tice President of EMPIRE PETROLEUM COMPANY, and Charles B. Wedum —, Secretary of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as Tice President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of one of the makers thereof to the foregoing instrument as its Tice President and Secretary, and they each acknowledged to me that they executed the same for the uses and purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, Empire Petroleum Company.

And the said Charles B. Wedum, being first duly sworn by me, deposes and says: That the seal affixed to the foregoing instrument is the corporate seal of said Empire Petroleum Company, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

NOTARY PUBLIC  
NEW YORK COUNTY NO. 5  
NEW YORK REGISTER'S NO. 1200

MY COMMISSION EXPIRES MARCH 30, 1921.

State of New York, } ss.:  
 County of New York, }

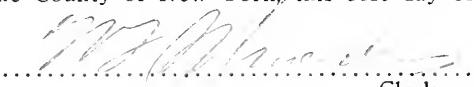
BE IT REMEMBERED, that on this 30 day of July, 1919,  
 before me, the undersigned authority, a Notary Public  
 in and for the County and State aforesaid, personally  
 appeared Harry D. Treanor, Vice President  
 of EMPIRE GASOLINE COMPANY, and C. M. Whitney,  
Asst Secretary of said  
 corporation, who are both personally known to me to be  
 such officers, and who are both personally known to me  
 to be the identical persons whose names are subscribed  
 to the foregoing instrument, as President and

State of New York, } ss.:  
 County of New York, }

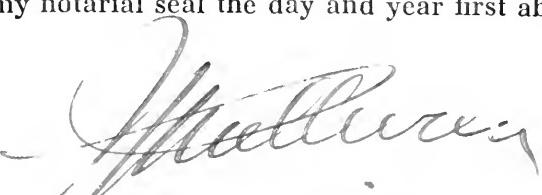
I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk  
 of the Supreme Court in and for said County,

DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that J. M. SULLIVAN, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of  
 said Court at the City of New York, in the County of New York, this 31st day of  
 July, 1919.

  
 Clerk.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
 and affixed my notarial seal the day and year first above  
 written.

  
 NOTARY PUBLIC, KING'S COUNTY, NEW YORK  
 KINGS COUNTY, NEW YORK, NOVEMBER 1, 1919  
 NEW YORK STATE NOTARIAL SEAL  
 CLERK'S OFFICE, KING'S COUNTY, NEW YORK  
 STATE OF NEW YORK, NOVEMBER 1, 1919  
 CLERK'S OFFICE, KING'S COUNTY, NEW YORK  
 STATE OF NEW YORK, NOVEMBER 1, 1919

State of New York, } ss.:  
County of New York, }

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919,  
before me, the undersigned authority, a Notary Public  
in and for the County and State aforesaid, personally  
appeared *Wm P Lehrer*, *President* of EMPIRE GAS AND PIPELINE COMPANY, and *Charles B Medium*, *Secretary* of said  
corporation, who are both personally known to me to be  
such officers, and who are both personally known to me  
to be the identical persons whose names are subscribed  
to the foregoing instrument as *the President and —*

State of New York, } ss.:  
County of New York, }

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk  
of the Supreme Court in and for said County,

DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that J. M. SULLIVAN, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Kings with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of  
said Court at the City of New York, in the County of New York, this 31st day of  
July, 1919.

*Wm F. Schneider*  
Clerk.

and affixed my notarial seal the day and year first above  
written.

NOTARY  
PUBLIC  
KING'S COUNTY, N.Y.  
JULY 31 1919

LEAF'S  
REG'D  
JULY 31 1919

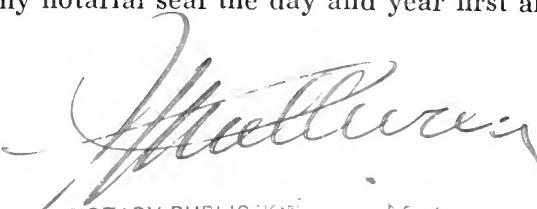
State of New York, }  
 County of New York, } ss.:

BE IT REMEMBERED, that on this 30 <sup>th</sup> day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Harry D. Treadaff, <sup>vice</sup> President of EMPIRE GASOLINE COMPANY, and E. M. Wherry,

Ass't Secretary of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as vice President and Ass't Secretary, respectively, and as the persons who subscribed the name and affixed the seal of one of the makers thereof to the foregoing instrument as its vice President and Ass't Secretary, and they each acknowledged to me that they executed the same for the uses and purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, Empire Gasoline Company.

And the said E. M. Wherry, being first duly sworn by me, deposes and says: That the seal affixed to the foregoing instrument is the corporate seal of said Empire Gasoline Company, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

  
 NOTARY PUBLIC, KING COUNTY, WASHINGTON  
 KINGS COURT, KING COUNTY, WASHINGTON  
 NEW YORK & NEW YORK CITY  
 JULY 30, 1919  
 E. M. WHERRY, CLERK OF THE  
 KING COUNTY, WASHINGTON, 1919  
 Notary Public, King County, Washington

State of New York, } ss.:  
 County of New York, }

BE IT REMEMBERED, that on this 30th day of July, 1919,  
 before me, the undersigned authority, a Notary Public  
 in and for the County and State aforesaid, personally  
 appeared Wm P Lehrer, Vice President  
 of EMPIRE GAS AND PIPELINE COMPANY, and Charles  
B Medium, — Secretary of said  
 corporation, who are both personally known to me to be  
 such officers, and who are both personally known to me  
 to be the identical persons whose names are subscribed  
 to the foregoing instrument as Sia - President and —

State of New York, } ss.:  
 County of New York, }

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk  
 of the Supreme Court in and for said County,

DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a  
 seal; that J. M. SULLIVAN, whose name is subscribed to the annexed certificate or  
 proof of acknowledgment of the annexed instrument was at the time of taking the same  
 a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn,  
 and qualified to act as such; that he has filed in the Clerk's Office of the County of New  
 York a certified copy of his appointment and qualification as Notary Public for the  
 County of Kings with his autograph signature; that as such Notary Public, he was duly  
 authorized by the laws of the State of New York to protest notes; to take and certify  
 depositions; to administer oaths and affirmations; to take affidavits and certify the  
 acknowledgment and proof of deeds and other written instruments for lands, tenements  
 and hereditaments, to be read in evidence or recorded in this state; and further, that  
 I am well acquainted with the handwriting of such Notary Public and verily believe  
 that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of  
 said Court at the City of New York, in the County of New York, this 31st day of  
 July, 1919.

  
Clerk.

and affixed my notarial seal the day and year first above  
 written.



NOTARY PUBLIC  
 KINGS COUNTY, N.Y.  
 NOV 1919

STEN  
 LEPA'S NO 104  
 DEC 10 1919

State of New York, }  
 County of New York, } ss.:

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1919,  
 before me, the undersigned authority, a Notary Public  
 in and for the County and State aforesaid, personally  
 appeared Harry D. Treanor, Vice President  
 of EMPIRE GASOLINE COMPANY, and C. M. Whitney  
Asst Secretary of said  
 corporation, who are both personally known to me to be  
 such officers, and who are both personally known to me  
 to be the identical persons whose names are subscribed  
 to the same.

e of New York, } ss.:  
 nty of New York, } ss.:

I, WILLIAM F. SCHNI  
 he Supreme Court in anc  
 DO HEREBY CERTIF  
 ; that J. M. SULLIVAN  
 of acknowledgment of  
 OTARY PUBLIC actir  
 qualified to act as such;  
 k a certified copy of hi  
 nty of Kings with his au  
 horized by the laws of tl  
 positions; to administer o  
 wledgment and proof of  
 hereditaments, to be re  
 n well acquainted with  
 his signature to such i  
 IN TESTIMONY WH  
 Court at the City of  
 , 1919.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
 and affixed my notarial seal the day and year first above  
 written.

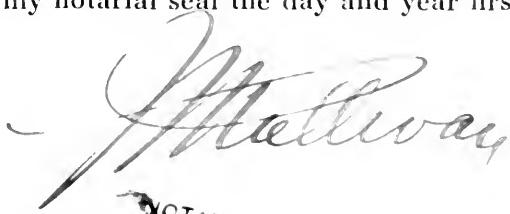
NOTARY PUBLIC, KTA<sup>7</sup> NO. 3  
 KINGS COUNTY NOTARY PUBLIC NO. 1070  
 NEW YORK STATE REGISTERED NO. 1070  
 EXPIRES JULY 31, 1920  
 C. M. WHITNEY, O. T.  
 Empire Gasoline Co., Inc., 1919

State of New York, }  
County of New York, } ss.:

BE IT REMEMBERED, that on this 30th day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared Wm P Lehrer, Vice President of EMPIRE GAS AND PIPELINE COMPANY, and Charles B Medium, Secretary of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as Vice - President and — — Secretary, respectively, and as the persons who subscribed the name and affixed the seal of one of the makers thereof to the foregoing instrument as its Vice - President and — — Secretary, and they each acknowledged to me that they executed the same for the uses and purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, Empire Gas and Pipeline Company.

And the said Charles B Medium, being first duly sworn by me, deposes and says: That the seal affixed to the foregoing instrument is the corporate seal of said Empire Gas and Pipeline Company, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



NOTARY PUBLIC  
KINGS COUNTY, N.Y.  
NO. 1204

JULY 30 1919  
TESTED  
SERIAL NO. 161  
1204 RC 1922

State of New York, } ss.  
County of New York, } ss.:

BE IT REMEMBERED, that on this 31 day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared *John A. Vice*, President of THE EQUITABLE TRUST COMPANY OF NEW YORK, a corporation, and *J. Armstrong, an Ass't Secretary* of said corporation, who are both person-

State of New York, } ss.  
County of New York, } ss.:

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That B. C. McKANNA, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 31st day of July, 1919.

*Wm. F. Schneider*  
Clerk.

Seal of said The Equitable Trust Company of New York, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

*B.C. McKenna*  
NOTARY PUBLIC, NO. 49, NEW YORK COUNTY  
CTF. NO. 1113 FILED IN REGISTERS OFFICE  
NOTARY PUBLIC, NO. 31 KINGS COUNTY  
CTF. NO. 1053 FILED IN REGISTERS OFFICE  
COMMISSION EXPIRES MARCH 30, 1951



State of New York,) ss.:  
County of New York,

BE IT REMEMBERED, that on this 31 day of July, 1919, before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, personally appeared *a Vice President* of THE EQUITABLE TRUST COMPANY OF NEW YORK, a corporation, and *J. Armstrong, an Asst* Secretary of said corporation, who are both personally known to me to be such officers, and who are both personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as such *Vice President and Asst Secretary*, respectively, and as the persons who subscribed the name and affixed the seal of said The Equitable Trust Company, of New York, to the foregoing instrument as its *Vice President and Asst Secretary*, and they each acknowledged to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation The Equitable Trust Company of New York.

And the said *J. Armstrong*, being first duly sworn by me, deposes and says: That the seal affixed to the said instrument is the corporate seal of said The Equitable Trust Company of New York, and was by him affixed thereto in pursuance of the power and authority granted him by the by-laws of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

NOTARY PUBL. C. NO. 49, NEW YORK COUNTY  
CTF. NO. 1112 FILED IN REGISTERS OFFICE  
NOTA Y PUBLICACION NO. 31 KINGS COUNTY  
CTF. NO. 1033 FILED IN REGISTERS OFFICE  
COMMISSION EXPIRES MARCH 30, 1921



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